Form (3)

P000170

THE REPUBLIC OF THE UNION OF MYANMAR

Myanmar Investment Commission

PERMIT

Permit No. 218/ 2019 Dated 19 December 2019

This permit is issued by the Myanmar Investment Commission according to the section 25(c) of the Myanmar Investment Law-

(1) **Investor Name** U AUNG HLAING OO

(2) **Citizenship** MYANMAR

(3) **Residential Address** NO.35, 7 MILE RESIDENCE, PYAY ROAD, MAYANGONE TOWNSHIP, YANGON

(4) **Name and Address of Principle Organization** MYANMAR CHEMICAL & MACHINERY COMPANY LIMITED, NO 20/21, WARD-6, THUKHAWADI STREET, YANKIN TOWNSHIP, YANGON

(5) **Place of Incorporation** MYANMAR

(6) **Type of Business** GENERATION OF 40 MW ELECTRICITY FROM GAS ENGINE, SUPPLY AND SALE OF ELECTRICITY ON IPP (BOT) BASIS

(7) **Place(s) of Investment Project** SHWE TAUNG POWER PLANT, SHWE TAUNG VILLAGE, PYAY TOWNSHIP, BAGO REGION

(8) **Foreign Capital Amount** US$ 3.153 MILLION

(9) **Period for Foreign Capital to be brought in** WITHIN 8 MONTHS FROM THE DATE OF ISSUANCE OF PERMIT

(10) **Total Amount of Capital (Kyat)** EQUIVALENT IN KYAT OF US$ 35.035 MILLION

(11) **Construction/ Preparation Period** 8 MONTHS

(12) **Validity of Permit** 24 YEARS

(13) **Form of Investment** JOINT VENTURE INVESTMENT

(14) **Name of Company Incorporated in Myanmar** MCM POWER COMPANY LIMITED

Thaung Tun

(Thaung Tun)

Chairperson

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
ခွင့်ပြုမိန့်

ခွင့်ပြုမိန့်အမှတ် ၂၁၈/ ၂၀၁၉ — ၂၀၁၉ ခုနှစ်၊ ဒီဇင်ဘာလ 19 ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၂၅(ဂ)အရ ဤခွင့်ပြုမိန့်ကိုထုတ်ပေးလိုက်သည်-

(၁) ရင်းနှီးမြှုပ်နှံသူ/ကမကထပြုသူအမည် — ဦးအောင်လှိုင်ဦး

(၂) နိုင်ငံသား — မြန်မာ

(၃) နေရပ်လိပ်စာ — အမှတ်-၃၅၊ ၇ မိုင်အိမ်ရာ၊ ပြည်လမ်း၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်မြို့

(၄) ပင်မအဖွဲ့အစည်းအမည်နှင့်လိပ်စာ — MYANMAR CHEMICAL & MACHINERY COMPANY LIMITED ၊ အမှတ် ၂၀/၂၁၊ ၆ ရပ်ကွက်၊ သုခဝတီလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့

(၅) ဖွဲ့စည်းရာအရပ် — မြန်မာနိုင်ငံ

(၆) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား — IPP (BOT) စနစ်ဖြင့် ၄၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

(၇) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ(များ) — ရွှေတောင်ဓာတ်အားပေးစက်ရုံ၊ ရွှေတောင်ကျေးရွာ၊ ပြည်မြို့နယ်၊ ပဲခူးတိုင်းဒေသကြီး

(၈) နိုင်ငံခြားမတည်ငွေရင်းပမာဏ — အမေရိကန်ဒေါ်လာ ၃.၁၅၃ သန်း

(၉) နိုင်ငံခြားမတည်ငွေရင်းယူဆောင်လာရမည့်ကာလ — ကော်မရှင်ခွင့်ပြုမိန့် ရရှိပြီး ၈ လအတွင်း

(၁၀) စုစုပေါင်းမတည်ငွေရင်းပမာဏ(ကျပ်) — အမေရိကန်ဒေါ်လာ ၃၅.၀၃၅ သန်း နှင့်ညီမျှသော မြန်မာကျပ်ငွေ

(၁၁) တည်ဆောက်မှု/ပြင်ဆင်မှုကာလ — ၈ လ

(၁၂) ရင်းနှီးမြှုပ်နှံမှုခွင့်ပြုသည့် သက်တမ်း — ၂၄ နှစ်

(၁၃) ရင်းနှီးမြှုပ်နှံမှုပုံစံ — ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု

(၁၄) မြန်မာနိုင်ငံတွင်ဖွဲ့စည်းမည့်ကုမ္ပဏီအမည် — MCM POWER COMPANY LIMITED

Thaung Tun

(သောင်းထွန်း)
ဥက္ကဋ္ဌ

THE REPUBLIC OF THE UNION OF MYANMAR
MYANMAR INVESTMENT COMMISSION
No.(1), Thitsar Road, Yankin Township, Yangon

Our ref : MIC-5(P)/P-008/2019(687)
Dated : December 19 2019

Subject: **Decision of the Myanmar Investment Commission regarding permit for generation of 40 MW electricity from gas engine, supply and sale of electricity on IPP(BOT) basis under the name of MCM Power Company Limited**

Reference: Ministry of Electricity and Energy, Letter dated 22nd October 2019, letter no. MOEE-2/(15)/(E)/(Shwe Taung)/ (17477)/2019

1. The Myanmar Investment Commission, at its 20/2019 meeting held on 14th December 2019, granted approval to MCM Power Company Limited, a joint venture investment between Myanmar Chemical & Machinery Co., Ltd., the Republic of the Union of Myanmar (91%) and POSCO International Corporation, the Republic of Korea (9%) in accordance with the Myanmar Investment Law and Rules.

2. The terms and conditions of the Permit are as follows:

(a) The term of the permitted project and the Power Purchase Agreement-PPA shall be initial twenty-four (24) years commencing from the date of the commercial operation of the business and extendable by the approval of Ministry of Electricity and Energy.

(b) The term of the Land Lease Agreement shall be an initial twenty-four (24) years commencing from the date of signing of the Lease Agreement between Electric Power Generation Enterprise (Lessor) and MCM Power Company Limited (Lessee) subject to the approval of Myanmar Investment Commission.

(c) The annual rent for the Land totalling 3.35 acres shall be US$ 13,657.50 (United States Dollar thirteen thousand, six hundred and fifty-seven and fifty cents only).

(d) MCM Power Company Limited may apply for the right to use land under Chapter XII and exemptions and reliefs under section 75, 77 and 78 of the Chapter XVIII of the Myanmar Investment Law.

(e) MCM Power Company Limited shall exert its best efforts to achieve timely realization of the work stated in the application for the permit.

(f) MCM Power Company Limited shall uphold and respect the responsibilities of investors under section 65 of the Myanmar Investment Law and Chapter XX of the Myanmar Investment Rules.

(g) MCM Power Company Limited shall carry out measures to prevent significant environmental impacts and monitor the situation in accordance with the relevant laws, rules, regulations and procedures.

(h) MCM Power Company Limited shall abide by the Fire Services Department's rules, regulations, directives and instructions. Moreover, MCM Power Company Limited shall undertake fire prevention measures such as the appropriate placement of water storage tanks, fire hooks, sand bags, and fire extinguishers. Training shall be provided to all employees regarding the use of fire fighting equipment. MCM Power Company Limited shall also appoint a Fire Safety Officer (FSO) responsible for on-site safety and coordination.

(i) MCM Power Company Limited shall seek the approval of the Myanmar Investment Commission regarding any sublease, mortgage, transfer of shares or transfer of the business to any person during the investment period in accordance with Section 72 of the Myanmar Investment Law and rule 191 of the Myanmar Investment Rules.

(j) MCM Power Company Limited shall submit an annual report in the prescribed form to the Myanmar Investment Commission within three (3) months of the end of the financial year in accordance with Rule 196 of Myanmar Investment Rules and shall disclose a summary of

report on its website or the Myanmar Investment Commission's website.

(k) MCM Power Company Limited shall submit its operating report quarterly in the prescribed form in accordance with Rule 197 of the Myanmar Investment Rules.

3. MCM Power Company Limited shall act in accordance with the laws, rules, regulations and stipulations of the relevant Union Ministries, governmental departments and governmental organizations in obtaining licences, permits or registrations as per Section 65(d) of the Myanmar Investment Law.

4. MCM Power Company Limited shall submit five (5) copies of all approvals, licences, permits and similar authorizations relevant to the initial implementation of the investment, Lease Agreement to the Myanmar Investment Commission.

Thaung Tun

(Thaung Tun)

Chairperson

MCM Power Company Limited

cc:
1. The Office of the Union Government
2. Ministry of Home Affairs
3. Ministry of Office of the Union Government
4. Ministry of Natural Resources and Environmental Conservation
5. Ministry of Electricity and Energy
6. Ministry of Labour, Immigration and Population
7. Ministry of Commerce
8. Ministry of Planning, Finance and Industry
9. Ministry of Investment and Foreign Economic Relations
10. Bago Region Investment Committee
11. Office of the Bago Region Government
12. Director General, Department of Environmental Conservation
13. Director General, Department of Electric Power Planning
14. Managing Director, Electric Power Generation Enterprise

15. Director General, Directorate of Labour
16. Director General, Immigration and National Registration Department
17. Director General, Department of Trade
18. Director General, National Archives Department
19. Director General, Customs Department
20. Director General, Internal Revenue Department
21. Director General, Directorate of Investment and Company Administration
22. Bago Region Office, Directorate of Investment and Company Administration

ရက်စွဲ။ ၁၁-၁၂-၂၀၁၉

MCM Power Co., Ltd. မှ တင်ပြသည့် အဆိုပြုလွှာနှင့် စပ်လျဉ်း၍ လုပ်ငန်းဆောင်ရွက်မှုမှတ်တမ်း

စဉ်	ဆောင်ရွက်သည့်အကြောင်းအရာ	ဆောင်ရွက်သည့် ရက်စွဲ	အကြောင်းပြန်ကြားသည့် ရက်စွဲ/ကုမ္ပဏီမှ တင်ပြသည့် ရက်စွဲ	မှတ်ချက်
၁	စုံစမ်းမေးမြန်းခြင်းလျှောက်ထားလွှာ တင်ပြခြင်း	-	-	
၂	စုံစမ်းမေးမြန်းခြင်းလျှောက်ထားလွှာ အပေါ်အကြောင်းပြန်ကြားခြင်း	-	-	
၃	အဆိုပြုချက်အား လျှပ်စစ်နှင့် စွမ်းအင် ဝန်ကြီးဌာနမှ တင်ပြလာခြင်း	-	၂၂-၁၀-၂၀၁၉	
၄	အဆိုပြုချက်အား ကုမ္ပဏီမှ တင်ပြလာခြင်း	-	၂၉-၁၀-၂၀၁၉	
၅	အဆိုပြုချက်စိစစ်ရေးအဖွဲ့အစည်း အဝေးသို့ တင်ပြခြင်း	၃၈/၂၀၁၉ (၄-၁၁-၂၀၁၉)	-	
၆	အဆိုပြုချက်အား လက်ခံကြောင်း ပြန်ကြားခြင်း	၁၄-၁၁-၂၀၁၉	-	
၇	ကုမ္ပဏီမှ လိုအပ်ချက်များ ပြန်လည် ပေးပို့ခြင်း	-	၂၉-၁၁-၂၀၁၉	
၈	အဆိုပြုချက်အား ကော်မရှင် အစည်းအဝေးသို့ တင်ပြခြင်း	၂၀/၂၀၁၉ (၁၄-၁၁-၂၀၁၉)	-	
	စုစုပေါင်းကြာမြင့်ရက်	၂၈ ရက်		

အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ဆုံးဖြတ်ချက်အပေါ် ဆောင်ရွက်ပြီးစီးမှု

ကုမ္ပဏီအမည် MCM Power Co., Ltd.

လုပ်ငန်းအမျိုးအစား IPP (BOT) စနစ်ဖြင့် ၄၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း

စဉ်	အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ ဆုံးဖြတ်ချက်အပေါ် ပြင်ဆင်ရန် အချက်များ	ဆောင်ရွက်ပြီးစီးမှု ပြီး (✓) မပြီး (X)	မှတ်ချက်
၁	ပြည်ပမှ တင်သွင်းမည့် စက်ပစ္စည်းများစာရင်း အသေးစိတ်ဖော်ပြရန်နှင့် HS Code များ ဖော်ပြပေးရန်။	✓	
၂	တည်ဆောက်ရေးကာလ ပြင်ဆင်တင်ပြရန်။	✓	
၃	စီမံကိန်းနှင့် စပ်လျဉ်းသည့် လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေးသဘောတူစာချုပ် ချုပ်ဆိုမည့် နောက်ဆုံးအခြေအနေအား လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှတဆင့်တင်ပြရန်။	✓	
၄	ရင်းနှီးမြှုပ်နှံမှုပုံစံ ပြန်လည်ပြင်ဆင်တင်ပြရန်။	✓	

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်၊မရက-၅(လ)/ခ-၀၀၈/၂၀၁၉(၅၆၆)
ရက်စွဲ၊ ၂၀၁၉ ခုနှစ် ဒီဇင်ဘာလ ၁၀ ရက်

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့
တင်ပြသည့်အမှာစာ

အကြောင်းအရာ။ **ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် MCM Power Co., Ltd. တည်ထောင်ပြီး IPP (BOT) စနစ်ဖြင့် ၄၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စ**

၁။ မြန်မာနိုင်ငံရှိ Myanmar Chemical & Machinery Co., Ltd. မှ ၉၁ % နှင့် ကိုရီးယား သမ္မတနိုင်ငံရှိ POSCO International Corporation မှ ၉ % ထည့်ဝင်၍ ဖက်စပ်နိုင်ငံခြားရင်းနှီး မြှုပ်နှံမှုဖြင့် MCM Power Co., Ltd. တည်ထောင်ကာ ပဲခူးတိုင်းဒေသကြီး၊ ပြည်မြို့နယ်၊ ရွှေတောင် ကျေးရွာရှိ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနပိုင် ရွှေတောင်ဓာတ်အားပေး စက်ရုံဝင်းအတွင်းရှိမြေ ၃.၃၅ ဧကတွင် IPP (BOT) စနစ်ဖြင့် ၄၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံးဓာတ်အားပေးစက်ရုံ တည်ဆောက် ၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်းအား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေနှင့်အညီ ဆောင်ရွက်ခွင့်ပြုပါရန် မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှု ကော်မရှင်သို့ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှ တစ်ဆင့် အဆိုပြုချက် တင်ပြလာပါသည်။ **နောက်ဆက်တွဲ-က**

၂။ အဆိုပြုချက်နှင့်အတူ Myanmar Chemical & Machinery Co., Ltd. နှင့် POSCO International Corporation တို့အကြားချုပ်ဆိုထားသည့် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေး လုပ်ငန်းနှင့် Consortium of Myanmar Chemical & Machinery Co., Ltd. (MCM) and POSCO International Corporation (Posco) တို့အကြား ၂၀၁၉ ခုနှစ် ဩဂုတ်လ ၂၆ ရက်နေ့ ရက်စွဲဖြင့် ချုပ်ဆိုထား သော Letter of Acceptance (LOA) နှင့် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် MCM Power Co., Ltd. တို့အကြားချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) တို့အား ပူးတွဲတင်ပြထားပါသည်။

၃။ လုပ်ငန်းစီမံကိန်းသက်တမ်းကာလနှင့် ဓာတ်အားပေးစက်ရုံငှားရမ်းသည့်ကာလမှာ စီးပွားဖြစ် စတင်လည်ပတ်သည့်နေ့မှစ၍ ၂၄ နှစ်ဖြစ်ပြီး တည်ဆောက်ရေးကာလမှာ ၈ လ ဖြစ်ပါသည်။

၄။ လုပ်ငန်း၏ စုစုပေါင်းမတည်ငွေရင်းပမာဏမှာ အမေရိကန်ဒေါ်လာ ၃၅.၀၃၅ သန်း ဖြစ်ပြီး ရင်းနှီးမြှုပ်နှံမှုပုံစံမှာ တစ်ဖက်ပါအတိုင်းဖြစ်ပါသည်-

	မြန်မာ ပြည်တွင်း (ကျပ်သန်း)	ပြည်ပ (US$ သန်း)	နိုင်ငံခြား (US$ သန်း)	စုစုပေါင်း (US$ သန်း)
ငွေသား	၁၄,၈၀၀.၀၃၅	-	၃.၁၅၃	၁၂.၉၂၂
စက်ပစ္စည်း	၁,၇၄၂.၂၅၀	၂၀.၉၆၃	-	၂၂.၁၁၃
စုစုပေါင်း	**၁၆,၅၄၂.၂၈၅**	**၂၀.၉၆၃**	**၃.၁၅၃**	**၃၅.၀၃၅**

၅။ လုပ်ငန်းဆောင်ရွက်ရန်အတွက် ပြည်တွင်းဝန်ထမ်း ၄၀ ဦး၊ ပြည်ပဝန်ထမ်း ၁၃ ဦး ခန့်ထားမည်ဖြစ်ပါသည်။ ပြည်တွင်းဝန်ထမ်းတစ်ဦး၏ အနိမ့်ဆုံးလစာမှာ ၂၀၀,၀၀၀ ကျပ်ဖြစ်ပြီး အမြင့်ဆုံးလစာမှာ ၁,၅၀၀,၀၀၀ ကျပ်ဖြစ်ပါသည်။ ပြည်ပဝန်ထမ်းတစ်ဦး အနိမ့်ဆုံးလစာမှာ US$ ၂၀၀၀ ဖြစ်ပြီး အမြင့်ဆုံးလစာမှာ US$ ၄၀၀၀ ဖြစ်ပါသည်။

၆။ လုပ်ငန်းမှ ထွက်ရှိသော လျှပ်စစ်ဓာတ်အားကို ပြည်တွင်း ၁၀၀% ရောင်းချမည်ဖြစ်ပါသည်။ လျှပ်စစ်ဓာတ်အား (ပထမနှစ်)တွင် ကီလိုဝပ်နာရီသန်းပေါင်း ၂၈၇,၈၂၅,၃၃၀ ထုတ်လုပ်မည်ဖြစ်ပြီး ဓာတ်အားခ တစ်ယူနစ်လျှင် US$ ၀.၀၃၁၉ နှုန်းဖြင့် ရောင်းချမည်ဖြစ်ပါသည်။

၇။ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် MCM Power Co., Ltd. တို့အကြားချုပ်ဆိုမည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း)အား တင်ပြထားပါသည်။ အဆိုပါစာချုပ် (မူကြမ်း)ပါအဓိကအချက်အလက်များမှာ အောက်ပါအတိုင်းဖြစ်ပါသည်-

(က) လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေး လုပ်ငန်းသည် ဓာတ်အားခွဲရုံနှင့် ချိတ်ဆက်၍ လျှပ်စစ်ဓာတ်အား ဖြန့်ဖြူး သွယ်တန်းခြင်းအတွက် ခွင့်ပြုချက်ရယူရာ တွင် ကူညီရန်နှင့် ကုမ္ပဏီမှ လုပ်ငန်းဆောင်ရွက်ရန် လိုအပ်သည့် အခြားခွင့်ပြုချက်များ ရယူဆောင်ရွက်ရာတွင် ကူညီပေး ရမည်။ **အပိုဒ် ၂.၃.၂ အပိုဒ်ခွဲ (ဂ)**

(ခ) လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းသည် လျှပ်စစ်ဓာတ်အားထုတ် လုပ်ရာတွင် လိုအပ်သည့် သဘာဝဓာတ်ငွေ့အား ရတနာသဘာဝဓာတ်ငွေ့စီမံကိန်းမှ ပထမအဆင့် အနေဖြင့် ထောက်ပံ့ပေးမည်ဖြစ်ပြီး ဒုတိယအဆင့် အနေဖြင့် ရွှေကမ်းလွန်သဘာဝ ဓာတ်ငွေ့စီမံကိန်းမှ ထောက်ပံ့ပေးမည်ဖြစ်ကြောင်း ဖော်ပြထားပါသည်။ **(အပိုဒ် ၇.၁)**

(ဂ) လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေးစာချုပ် သက်တမ်းမှာ စီးပွားဖြစ် လုပ်ငန်းစတင် လည်ပတ်သည့်နေ့မှ စ၍ (၂၄)နှစ် ဖြစ်ပါသည်။ **(အပိုဒ် ၉.၁)**

၈။ ငွေကြေးအထောက်အထားဖြစ် Myanmar Chemical & Machinery Co., Ltd. အမည်ဖြင့် ကမ္ဘောဇဘဏ် (သဃ်န်းကျွန်းဘဏ်ခွဲ)တွင် ၂၀၁၉ ခုနှစ် စက်တင်ဘာလ ၃ ရက်နေ့ဖြင့် ကျပ် ၉၄,၂၁၂,၀၅၀ ရှိကြောင်း တင်ပြထားပါသည်။

၉။ အဆိုပြုလုပ်ငန်းအား ၂၀၁၉ ခုနှစ် နိုဝင်ဘာလ ၄ ရက်နေ့တွင် ကျင်းပသည့် အဆိုပြုချက်စိစစ်ရေးအဖွဲ့၏ (၃၈/၂၀၁၉) ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြခဲ့ပြီးဖြစ်ပါသည်။

စိစစ်တင်ပြချက်

၁၀။ အောက်ပါအတိုင်းစိစစ်တင်ပြအပ်ပါသည်-

(က) ရင်းနှီးမြှုပ်နှံမှုနှင့် ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန၊ မူဝါဒနှင့် ဥပဒေရေးရာ ဌာနခွဲမှ ကော်မရှင် ခွင့်ပြုမိန့်နှင့် ဆုံးဖြတ်ချက်(မူကြမ်း)အား ဥပဒေနှင့်ညီညွတ်မှုရှိကြောင်း စိစစ်ပြီး ဖြစ်ပါသည်။

(ခ) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ ၂၀၁၉ ခုနှစ် နိုဝင်ဘာလ (၂၆) ရက်စွဲပါစာဖြင့် အဆိုပါစီမံကိန်းအတွက် ဌာနနှင့် ကုမ္ပဏီတို့အကြား နှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေးအတွက် သက်ဆိုင်ရာ ဌာနများသို့ စာချုပ်မူကြမ်းပေးပို့၍ သဘောထားမှတ်ချက် တောင်းခံခဲ့ပြီး အဆိုပါ သဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အား ပြင်ဆင်ပြီးပါက ပြည်ထောင်စု အစိုးရအဖွဲ့၊ စီးပွားရေးရာ ကော်မတီနှင့် ပြည်ထောင်စုသမ္မတ မြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ ဆက်လက်တင်ပြ၍ လက်မှတ်ရေးထိုး ချုပ်ဆိုသွားမည် ဖြစ်ကြောင်း တင်ပြထားပါသည်။ **နောက်ဆက်တွဲ-ခ**

(ဂ) အလားတူသဘာဝဓာတ်ငွေ့သုံး လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းများ အနေဖြင့် Powergen Kyaukse Co., Ltd. အား ကျောက်ဆည်မြို့နယ်တွင် ၁၄၅.၄၉ မဂ္ဂါဝပ်ထုတ်လုပ်ခြင်းအား ခွင့်ပြုမိန့်အမှတ် ၁၀၉/၂၀၁၈(၇-၉-၂၀၁၈)ဖြင့် လည်းကောင်း၊ VPower Myanmar Limited အား မြင်းခြံခရိုင်၊ တောင်သာမြို့နယ်တွင် ၉၀ မဂ္ဂါဝပ် ထုတ်လုပ်ခြင်းလုပ်ငန်းအား ခွင့်ပြုမိန့်အမှတ် ၁၄၄/၂၀၁၉ (၂၀-၂-၂၀၁၉) ဖြင့် လည်း ကောင်း ကော်မရှင်မှအသီးသီး ခွင့်ပြုခဲ့ပြီးဖြစ်ပါသည်။

ဆုံးဖြတ်ရန်အချက်

၁၁။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် MCM Power Co., Ltd. မှ IPP (BOT) စနစ်ဖြင့် ၄၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်းအား မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက်တင်ပြလာခြင်း ကိစ္စနှင့် စပ်လျဉ်း၍ ခွင့်ပြုမိန့် ထုတ်ပေးရန် သဘောတူ-မတူ။

ဥက္ကဋ္ဌ(ကိုယ်စား)
(သန့်စင်လွင်၊ အတွင်းရေးမှူး)

မိတ္တူကို
ရုံးလက်ခံ

အကြောင်းအရာ။ ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှုဖြင့် MCM Power Co., Ltd. မှ IPP (BOT) စနစ်ဖြင့် ၄၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်း လုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စ

၁။	ကုမ္ပဏီအမည်	- MCM Power Co., Ltd.
	ရင်းနှီးမြှုပ်နှံသူ	- ဦးအောင်လှိုင်ဦး
	ရင်းနှီးမြှုပ်နှံမှုပုံသဏ္ဍာန်	- ဖက်စပ်နိုင်ငံခြားရင်းနှီးမြှုပ်နှံမှု Myanmar Chemical & Machinery Co., Ltd. ၉၁ % (မြန်မာနိုင်ငံ) POSCO International Corporation ၉ % (ကိုရီးယားသမ္မတနိုင်ငံ)
	လုပ်ငန်းအမျိုးအစား	- IPP (BOT) စနစ်ဖြင့် ၄၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံတည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း
၂။	တည်နေရာ	- ပဲခူးတိုင်းဒေသကြီး၊ ပြည်မြို့နယ်၊ ရွှေတောင်ကျေးရွာရှိ လျှပ်စစ်နှင့်စွမ်းအင် ဝန်ကြီးဌာနပိုင် ရွှေတောင်ဓာတ်အား ပေးစက်ရုံဝင်းအတွင်းရှိ မြေ ၃.၃၅ ဧက
၃။	မြေပိုင်ရှင်	- လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန
	မြေအကျယ်အဝန်း	- ၃.၃၅ ဧက
	နှစ်စဉ်မြေငှားရမ်းခ	- US$ ၁၃,၅၆၇.၅၀ (တစ်နှစ် တစ်ဧကလျှင် US$ ၄,၀၅၀)
	မြေအသုံးပြုခွင့်သက်တမ်း	- ၂၄ နှစ်
၄။	ရင်းနှီးမြှုပ်နှံမှုသက်တမ်း	- ၂၄ နှစ်
၅။	တည်ဆောက်မှုကာလ	- ၈ လ
၆။	စုစုပေါင်းမတည်ငွေရင်းပမာဏ	- အမေရိကန်ဒေါ်လာ ၃၅.၀၃၅ သန်း

ထည့်ဝင်သည့်အမျိုးအစား	မြန်မာ		နိုင်ငံခြား	စုစုပေါင်း
	ပြည်တွင်း (ကျပ်သန်း)	ပြည်ပ (US$ သန်း)	(US$ သန်း)	(US$ သန်း)
ငွေသား	၁၄,၈၀၀.၀၃၅	-	၃.၁၅၃	၁၂.၉၂၂
စက်စွည်းတန်ဖိုး	၁,၇၄၂.၂၅၀	၂၀.၉၆၃	-	၂၂.၁၁၃
စုစုပေါင်း	၁၆,၅၄၂.၂၈၅	၂၀.၉၆၃	၃.၁၅၃	၃၅.၀၃၅

၇။	ရောင်းချမည့်နည်းစနစ်	- ပြည်တွင်း ၁၀၀ %
၈။	ထုတ်လုပ်မှုနှင့်ရောင်းဈေးနှုန်း	**ထုတ်လုပ်မည့် လျှပ်စစ်ဓါတ်အား (ကီလိုဝပ်နာရီပေါင်း)** / **တစ်ယူနစ် ဈေးနှုန်း (US$)** / **ရရှိမည့်ဝင်ငွေ US$** ၂၈၇,၈၂၅,၁၃၀ / ၀.၀၃၁၉ / ၉,၁၈၁,၆၂၁.၆၄၇
၉။	ဝန်ထမ်းခန့်ထားမှု	**ပြည်တွင်း (ကျပ်)** / **ပြည်ပ (US$)** ဦးရေ / ၄၀ / ၁၃ အမြင့်ဆုံးလစာ / ၁,၅၀၀,၀၀၀ / **၄၀၀၀** အနိမ့်ဆုံးလစာ / ၂၀၀,၀၀၀ / **၂၀၀၀**
၁၀။	ငွေကြေးအထောက်အထား	- ငွေကြေးအထောက်အထားအဖြစ် Myanmar Chemical & Machinery Co., Ltd. အမည်ဖြင့် ကမ္ဘောဇဘဏ် (သဃ်န်းကျွန်းဘဏ်ခွဲ)တွင် ၂၀၁၉ ခုနှစ် စက်တင်ဘာလ ၃ ရက်နေ့ဖြင့် ကျပ် ၉၄,၂၁၂,၀၅၀ ရှိကြောင်း တင်ပြထားပါသည်။
၁၁။	CSR	- လူမှုရပ်ရွာအကျိုးပြု အစီအစဉ်အနေဖြင့် အသားတင်အမြတ်မှ ၂ % သုံးစွဲသွားမည်ဖြစ်ပါကြောင်း တင်ပြထားပါသည်။
၁၂။	အခြားတင်ပြချက်	- လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရေး လုပ်ငန်းနှင့် တင်ဒါအောင်မြင်သော Consortium of Myanmar Chemical & Machinery Co., Ltd. and POSCO International Corporation (Posco) ကုမ္ပဏီတို့အကြား ၂၀၁၉ ခုနှစ် ဩဂုတ်လ ၂၆ ရက်နေ့ ရက်စွဲဖြင့် လက်မှတ်ရေးထိုးထားသော Letter of Acceptance- LOA အား တင်ပြထားပါသည်။ - လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရေးလုပ်ငန်းနှင့် MCM Power Co., Ltd. တို့ အကြား ချုပ်ဆိုမည့် လျှပ်စစ်ဓါတ်အား ဝယ်ယူရေးစာချုပ် (Power Purchase Agreement)(Draft)အား တင်ပြထားပါသည်။ - Myanmar Chemical & Machinery Co., Ltd. နှင့် POSCO International Corporation (Posco) ကုမ္ပဏီတို့အကြား ချုပ်ဆိုမည့် ဖပ်စပ်စာချုပ်(မူကြမ်း) အား တင်ပြထားပါသည်။

နောက်ဆက်တွဲ-က

NPT-199
23.10.19

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ
လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE- ၂/(၁၅)/(င)(ရွှေတောင်)/(၁၄၅၉)/၂၀၁၉
ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ အောက်တိုဘာလ ၂၂ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ **Consortium of Myanmar Chemical & Machinery Co., Ltd and POSCO International Corporation မှ ရွှေတောင်ဓာတ်အားပေးစက်ရုံဝန်းအတွင်း အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရန် ကိစ္စနှင့်စပ်လျဉ်း၍ ထောက်ခံတင်ပြခြင်း**

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ IPP/ BOT စနစ်ဖြင့်ရွှေတောင်ဓာတ်အားပေးစက်ရုံရှိ ဓာတ်ငွေ့တာဘိုင်စက်များအား စက်အသစ်များ အစားထိုးတည်ဆောက်ခြင်းလုပ်ငန်းအတွက် တင်ဒါခေါ်ဆိုရန် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၃/၂၀၁၄) ၏ ခွင့်ပြုချက်ဖြင့်၂၀၁၄ ခုနှစ်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ Consortium of Myanmar Chemical & Machinery Co., Ltd. (MCM) and POSCO International Corporation (Posco) မှ တင်ဒါအောင်မြင်ခဲ့ပါသည်။

၂။ အဆိုပါစီမံကိန်းအတွက် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်သော Consortium of MCM and Posco ကုမ္ပဏီတို့အကြား ဓာတ်အားဝယ်ယူရေးသဘောတူစာချုပ် ချုပ်ဆိုနိုင်ရေး လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်ခွင့်ပြုပါရန် ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပခဲ့သည့် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉)မှ ခွင့်ပြုခဲ့သဖြင့် သက်ဆိုင်ရာကုမ္ပဏီနှင့် နှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာနနှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်တို့သို့ သဘောထားမှတ်ချက်တောင်းခံထားပါသည်။

၃။ ထို့အပြင် အဆိုပါဓာတ်အားပေးစက်ရုံအား ၂၀၂၀ ခုနှစ်၊ နွေရာသီအမီဓာတ်အားထုတ်ပေးနိုင်ရေးစီမံကိန်း စတင်အကောင်အထည်ဖော်ဆောင်ရွက်နိုင်ရန် Consortium of MCM and Posco

ကုမ္ပဏီအဖွဲ့သို့ ၂၆-၈-၂၀၁၉ ရက်တွင် Letter of Acceptance ထုတ်ပေးခဲ့ပြီး ကုမ္ပဏီမှ စီမံကိန်းလုပ်ငန်းများစတင်ဆောင်ရွက်ခဲ့ပါသည်။

၄။ သို့ဖြစ်ပါ၍ Consortium of MCM and Posco ကုမ္ပဏီမှ ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး၊ မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလို ကူညီဆောင်ရွက်ပေးနိုင်ပါရန် ထောက်ခံတင်ပြအပ်ပါသည်။

ပူးတွဲလျက်။ Consortium of MCM and Posco ကုမ္ပဏီ၏ အဆိုပြုတင်ပြချက် (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(တင်မောင်ဦး ၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ဝင်စာအမှတ်	M4-1539
ရက်စွဲ	28.11.19

စာအမှတ်၊ ၄၀၁ / ဥမရ - ပစအ / ၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ နိုဝင်ဘာလ ၂၆ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Consortium of Myanmar Chemical & Machinery Co., Ltd and POSCO International Corporation မှ ရွှေတောင် ဓာတ်အားပေးစက်ရုံဝန်းအတွင်း အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အား ဝယ်ယူရေး စာချုပ်ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှု အခြေအနေအား တင်ပြခြင်း

ရည်ညွှန်းချက် ။ (၁) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ (၂၂-၁၀-၂၀၁၉)ရက်စွဲပါ စာအမှတ်၊ MOEE - ၂ / (၁၅) / (င) (ရွှေတောင်) / (၁၇၄၇၇) / ၂၀၁၉

(၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၄-၁၁-၂၀၁၉)ရက်စွဲပါ စာအမှတ်၊ မရက - ၅ (လ) / ခ - ၀၀၁ / ၂၀၁၉ (၅၂၅)

၁။ Consortium of MCM and Posco ကုမ္ပဏီအဖွဲ့မှ ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလိုကူညီ ဆောင်ရွက်ပေးနိုင်ပါရန် ရည်ညွှန်း(၁)ပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံခဲ့ခြင်းအား စီမံကိန်းနှင့်စပ်လျဉ်းသည့် လျှပ်စစ်ဓာတ်အားဝယ်ယူရေးသဘောတူစာချုပ် ချုပ်ဆိုမည့် နောက်ဆုံးအခြေအနေအား လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာနမှတဆင့် တင်ပြရန် ရည်ညွှန်း(၂)ပါစာဖြင့် မိတ္တူပေးပို့လာပါသည်။

၂။ အဆိုပါစီမံကိန်းအတွက် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် ချုပ်ဆိုနိုင်ရေး ဌာနနှင့် ကုမ္ပဏီတို့အကြား နှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းများအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေး ဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များသို့ ပေးပို့၍ (နောက်ဆက်တွဲ - က) ပါအတိုင်း သဘောထား မှတ်ချက်တောင်းခံခဲ့ပါသည်။

၃။ အဆိုပါ စာချုပ်မူကြမ်းအပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီး

မြှုပ်နှံမှုကော်မရှင်များမှ (နောက်ဆက်တွဲ-ခ) ပါအတိုင်း သဘောထားမှတ်ချက်များ ပြန်ကြားလာပါသည်။ ယခုအခါ အဆိုပါသဘောထားမှတ်ချက်များနှင့်အညီ ကုမ္ပဏီနှင့် ညှိနှိုင်းဆွေးနွေး သဘောတူညီမှု ရရှိပြီးသော စာချုပ်မူကြမ်းအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံးနှင့် စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာနများသို့ ဒုတိယအကြိမ် ပေးပို့၍ (နောက်ဆက်တွဲ - ဂ) ပါအတိုင်း သဘောထားမှတ်ချက် ထပ်မံတောင်းခံခဲ့ပါသည်။

၄။ သက်ဆိုင်ရာဌာနများ၏ သဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အား ပြန်လည်ပြင်ဆင်ပြီးပါက ပြည်ထောင်စုအစိုးရအဖွဲ့၊ စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ ဆက်လက်တင်ပြ၍ လက်မှတ်ရေးထိုး ချုပ်ဆိုသွားမည်ဖြစ်ပါသည်။

၅။ သို့ဖြစ်ပါ၍ Consortium of Myanmar Chemical & Machinery Co., Ltd and POSCO International Corporation မှ ရွှေတောင် ဓာတ်အားပေးစက်ရုံဝန်းအတွင်း အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အားဝယ်ယူရေး စာချုပ်ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှု အခြေအနေအား သိရှိနိုင်ပါရန် တင်ပြအပ်ပါသည်။

(signature) ၁၆၊၁၁၊၂၀၁၉

သန်းနိုင်ဦး

ဦးဆောင်ညွှန်ကြားရေးမှူး

မိတ္တူကို -

ရုံးလက်ခံ/မျှော

PROPOSAL FOR THE INVESTMENTOF 40 MW (Phase 1) GAS BASED POWER PROJECT AT SHWEDAUNG (BAGO), MYANMAR

BY

MCM POWER COMPANY LIMITED

(JV Project Company of Myanmar Chemical & Machinery Co., Ltd. & POSCO International)

20/21 Thukhawaddy Road, 6th Ward, Yanking Tsp., Yangon

MCM POWER COMPANY LIMITED

No.20/21, Thukhawaddy Road, 6 Quarter, Yankin Township, Yangon, Myanmar.
Tel : 951-2334467~69, 8566672, Fax : 951-2334471, Email : info@mcmpacific.com

(JV Project Company for Myanmar Chemical & Machinery Co. Ltd. and POSCO International)

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

ရန်ကုန်မြို့

ရက်စွဲ။ ။၂၀၁၉ခုနှစ်၊ နိုဝင်ဘာလ (၂၇) ရက်

အကြောင်းအရာ။ ။ MCM Power Co.Ltd အနေဖြင့် BOT စနစ်ဖြင့် သဘာဝဓါတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓါတ်အားထုတ်လုပ်ခြင်း အဆိုပြုလွှာနှင့် စပ်လျဉ်း၍ လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနစွမ်းအင် နှင့် ဆောင်ရွက်ထားမှုအခြေအနေအားတင်ပြခြင်း။

ရည်ညွှန်းချက်။ ။ လျှပ်စစ်နှင့်စွမ်းအင် ဝန်ကြီးဌာန၏(၂၆-၁၁-၂၀၁၉)ရက်စွဲပါ စာအမှတ်- ၄၀၁/ဥမရ-ပစအ/၂၀၁၉

၁။ အထက်ရည်ညွှန်းချက်ပါစာ(ပူးတွဲ)ပါအရ၊ ကျွန်တော်များကုမ္ပဏီအနေဖြင့် ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချရန်အတွက် အဆိုပြုလွှာကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ တင်ပြလျှောက်ထားသော ကုမ္ပဏီတစ်ခုဖြစ်ပါသည်။

၂။ အဆိုပါ အဆိုပြုလျှောက်ထားသည့် စီမံကိန်းအတွက် ဓာတ်အားဝယ်ယူရေးသဘောတူစာချုပ် ချုပ်ဆိုနိုင်ရေးအတွက်ဌာနနှင့် ကုမ္ပဏီတို့အကြား နှစ်ဖက်သဘောတူစာချုပ်မူကြမ်းများအား ၊ သက်ဆိုင်ရာ ဌာနကြီးများသို့ သဘောထားမှတ်ချက်များတောင်းခံခဲ့ပြီးနောက်၊ သဘောထားမှတ်ချက်များလည်း ပြန်ကြားပြီးဖြစ်ပါသည် ဟုသိရပါသည်။

၃။ ထို့အပြင် လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှလည်း သက်ဆိုင်ရာဌာန အကြီးအကဲများမှလည်း အဆိုပြု စီမံကိန်းအား အကောင်အထည်ဖော်မှု၊ တိုးတက်မှုများအား အချိန်ပြည့် လမ်းညွှန်မှုများလည်း ပေးနေပြီးအနီးကပ်ကြီးကြပ် ဆောင်ရွက်မှုများနှင့် အချိန်မီ ဓာတ်အား ရရှိရေးအတွက် ဆောင်ရွက်လျက်ရှိ ပါကြောင်း မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ ပူးတွဲပါ အတိုင်း လေးစားစွာဖြင့်တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

AUNG HLAING OO

List of Annexures

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2	Proposal Form 2 (Myanmar)	A1
3	Summary of Proposed Investment (Rule 38) (English)	B
4	Summary of Proposed Investment (Rule 38) (Myanmar)	B1
5	Form 6 (Myanmar)	C
6	Application form for Land Right Authorization Form 7a (English)	D
7	Application form for Land Right Authorization Form 7a (Myanmar)	D1
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Annexure-A

Form 2

Proposal Form

To,

Chairman
Myanmar Investment Commission

Reference No. 11/MCM/MIC
Date: 25/11/2019

I do apply for the endorsement in accordance with the Section 36 of the Myanmar Investment Law by furnishing the following particulars:

1. The Investor's :-

(a) Name	---	U Aung Hlaing Oo
(b) Father's Name	---	U Tee Tee
(c) ID No/ National Registration Card No /Passport No	---	12/LaMaTa (Naing) 025897
(d) Citizenship	---	Myanmar
(e) Address;	---	
(i) Address in Myanmar	---	No 35, 7 Mile Residence, Pyay Road, Mayangone TSP, Yangon, Myanmar.
(ii) Residence Abroad	---	N/A
(f) Phone /Fax	---	+951654366
(g) E -mail Address	---	info@mcmpacific.com
(h) Name of principle organization	---	Myanmar Chemical & Machinery Company Limited
(i) Principle company's address	---	No 20/21, 6th Ward, Thukhawadi Street, Yankin Township, Yangon, Myanmar.
(j) Type of Business (to describe in detail)	---	Generation of 40 MV Electricity from Gas Energy Supply and Sale of Electric on IPP(BOT) Basis.
(k) Proposed investment's supply chain And benefits to the other related businesses	---	Benefit to the nation

2. If the investment business is formed under Joint Venture, partners';

(a) Name	---	Mr. Jeong Hwan Park
(b) Father's Name	---	

(c) ID No./ National Registration Card No./
Passport No. --- M30271072
(d) Citizenship --- South Korea
(e)) Address; ---
(i) Address in Myanmar --- # 2702, Block 4, Golden City, Yankin Tsp., Yangon
(ii) Residence abroad --- South Korea
(f) Parent Company --- POSCO International
(g) Parent Company's Address --- Kabar Aye Pagoda Road, Mahar Land Business Center, Yankin Tsp., Yangon

Note: The following documents need to be attached according to the above paragraph (1) and (2) ;

(1) Company Registration Certificate (copy); ***Enclosed Annexure 1 & 1A***
(2) ID No/ National Registration Card (copy) and Passport (copy); ***Enclosed Annexure 2, 2A, 2B & 2C***
(3) Evidences about the business and financial conditions of the participants of the proposed investment business; ***Enclosed Principal Company Bank Statement as Annexure 3***

3. If the investor don't apply for endorsement by himself / herself, the applicant;
(a) Name ---
(b) Name of contact person ---
(if applicant is business organization)
(c) ID No./ National Registration Card No./--- N/A
Passport No.
(d) Citizenship ---
(e) Address in Myanmar : ---
(f) Phone / Fax : ---
(g) E-mail : ---

4. Type of proposed investment business --- Generation of 40 MV Electricity from Gas Energy Supply and Sale of Electric on IPP(BOT) Basis.

5. Type of business organization to be formed;

☐ One Hundred Percent ☑ Joint Venture (To attach the draft of JV agreement) *Enclosed Annexure 4*

☐ Type of Contractual Basis (To attach draft contract/agreement)

6. List of Shareholders

No	Name of Shareholder	Citizen	Share Percentage
1	Myanmar Chemical & Machinery Company Limited	Myanmar	91 %
	-U Aung Hlaing Oo		
	-Daw Khin New Mar Tun		
	-Daw Noe Noe Su Aung		
2	POSCO International Corporation	Korea	9 %
	- Mr Jeong Hwan Park		

7. Particulars of Company Incorporation

(a) Type of Company --- Private Limited Company by Shares

(b) Type of Share --- 100,000 Kyats

(c) Total Amount of share which will be Paid by all shareholder --- 250,000,000 Kyats

(d) Profile of Parent Company --- ***Enclosed MCM & POSCO Profile as an Annexure 5 and 5A***

(e) Parent Company's Paid-up Capital Amount --- 91% (31.882 Million USD)

(f) Parent Company's Capital Contribution --- 91% (31.882 Million USD) In proposed investment project ***Investment Plan enclosed as Annexure*** 13

(g) Parent Company's Technical Experiences --- MCM has already commissioned 145 MW Gas Based Power Plant at Kyaukse (Mandalay).

8. Particulars of Paid-up Capital of the Investment

		Kyat/US$ (Million)
(a) Amount/Percentage of local capital to be contributed	-	91% (31.882 Million USD)
(b) Amount/Percentage of foreign capital to be brought in	-	9% (3.153 Million USD)
Total	-	100% (35.035 Million USD)

(c) Annually or period of proposed capital to be brought in - 8 Month

(d) Value/Amount of investment - 35.035 USD in Million *Project Cost Detail enclosed in Annexure 6*

(e) Investment Period - 24 Years

(f) Construction/Preparation period - 8 Month

Project Schedule enclosed as Annexure 14

Note; Describe with annexure if it is required for the specific condition in regard to the above Paragraph 8 (e). *Enclosed EPGE LOA as Annexure 7*

9. Detailed list of foreign capital to be brought in-

	Foreign Currency (Million)	Equivalent Kyats (Million)
(a) Foreign Currency (9%) (Type and Value) * *This amount infused by our Investor*	3.153 USD	4,777
(b) Machinery and equipment (to enclose detailed lists) *Equipment list with cost and HS Code enclosed as Annexure 8, 8A, 8B, 8C & 8D*	-	-
(c) The value of initial raw material And other similar materials	-	-
(d) Value of license, intellectual Property, industrial design, Trade mark, patent, etc.	-	-
(e) Value of technical know-how	-	-
(f) Others (eg; Construction materials) *Details enclosed in Annexure 8D*		

Remark; The evidence of permission shall be submitted for the above paragraph 9 (d) and (e).

10. Details of local capital to be contributed-

	Kyats (Million)
(a) Amount	14,800.035
(b) Value of machinery and equipment (to enclose the detailed list)	22.113 Mill $ *(Enclosed Annexure 16)*
(c) Value of rental rate of land and buildings	-
(d) Cost of building construction (Including Installation)	
(e) Value of furniture and assets (to enclose the detailed list)	
(f) Value of initial raw material	

(to enclose the detailed list)

(g) Others

Total (91%) **48,301** Mil Kyats

11. Particulars of Loans-

Loan (local) Kyats

US$

Loan (abroad) US$

We are not considering any Debt for this project. We only consider that the investor invests the money in the project without any shareholding. Our investor invests about 24 Million USD in this project.

12. Particulars about the Investment Business-

(a) Investment location (s)/Place - Shwedaung Village, Pyay Tsp, Bago Region.

(b) Type of area requirement for land or land and building

(i)Location - Bago Region

(ii)Area and number of land/building - 3.35 Acre

(iii)Owner of the land

(a) Name/company/department - Ministry of Electricity and Energy.

(b) National Registration Card No

(c) Address

(iv)Type of land - Industrial Land

(v)Period of land lease contract - 24 Years

(vi)Lease period - 24 Years

(vii)Lease rate

(a) Land - 4050 USD / Acre / Year

(b) Building - N/A

(viii)Ward

(ix)Township - Shwedaung

(x)State/Region - Bago Region

(xi)Lessee

(a) Name/Name of Company/Department-MCM Power Company Ltd.

(b) Father's Name

(c) Citizenship

(d) ID No/Passport No

(e) Residence Address - No 21/22, 6th Ward, Thukhawadi Street, Yankin Tsp., Yangon, Myanmar.

(c) Requirement of building to be constructed;

(i)Type/ number of building — Prefabricated Building - 2 Nos.

(ii)Area — 632 m^2 and 161 m^2

(d) Annual products to be produced/Services — Generate 40 MW Power

(e) Annual electricity requirement — We use our own electricity (600kW)

(f) Annual requirement of water supply — 11,000 m^3

Note; The following documents have to be enclosed for above Paragraph 12 (b)

(i)to enclose land ownership evidences (except industrial zone) and land map.

(ii)land lease agreement (draft); ***Enclosing Land Map as Annexure 9 and Draft Land Lease Agreement as Annexure 10.***

13. Detailed information about financial standing-

(a) Name/company's name - MCM Power Company Limited

(b) ID No/National Registration Card No/Passport No

(c) Bank Account No

Note; To enclose bank statement from resident country or annual audit report of the principle company with regard to the above paragraph 13. ***Enclosed Principal Company Bank Statement as Annexure 3***

14. List of Employment-

Item	Designation /Rank	Local		Foreign		Total	
		Qty (pax)	Rate of Salary	Qty (pax)	Rate of Salary	Qty (pax)	Rate of Salary
a	Senior Management (Managers, Senior)	2		1		3	
b	Other Management Level (Except from Senior management)	10		12		22	
c	Professionals	1				1	
d	Technicians	12				12	
e	Advisors						
f	Skilled Labor	5				5	
g	Workers	10				10	
	Total	**40**		**13**		**53**	

The following information shall be enclosed;- *List of Manpower with Salary Breakdown enclosed as Annexure 11*

(i) Social security and welfare arrangements for all employees; *MCM will do as per Myanmar Law*

(ii) Evaluation of environmental impact assessments; ***MCM will do the EIA/SIA Study for this Project and Application Enclosed as an Annexure 12***

15. Describe whether other applications are being submitted together with the Endorsement Form or not:

☑ Land Rights Authorization Application

☐ Tax Incentive Application

16. Describe with annexure the summary of proposed investment.

Signature of the applicant------------

Name: Aung Hlaing Oo

Title: Managing Director

Department / Company

(Seal/Stamp)

AUNG HLAING OO
MANAGING DIRECTOR
MCM POWER COMPANY LIMITED.

Date: 25/11/19

Summary of Proposed Investment (Rule 38)

1. Please describe any other person who has a significant direct or indirect in the investment.
   (a) Please describe an Enterprise or individual who are entitled to possess more than 10 % of the profit distribution;
      (1) Name - Daw Khin Nwe Mar Tun & Daw Noe Noe Su Aung
      (2) Address - No 35, 7 Mile Residence, Pyay Road, Mayangone Township, Yangon, Myanmar.
      (3) Company Registration No or NRC No Passport No -13/KaTaNa (N) 002698 -12/ThaGaKa (N) 185395
   (b) If there is directly participated Subsidiary in carrying out the proposed investment, please describe the name of that companies.
      (1) Daw Khin Nwe Mar Tun
      (2) Daw Noe Noe Su Aung
      (3) POSCO International (Mr Jeong Hwan Park)
2. The principal location or locations of the investment - Shwedaung Village, Pyay Tsp, Bago Region.
3. A description of the sector in which the investment is to be made and the activities and operations to be conducted. - Generation of 40 MV Electricity from Gas Energy Supply and Sale of Electric on IPP(BOT) Basis.
4. The proposed amount of the investment (in Kyats and US$) - 35.035 USD in Million 53, 078 Kyat in Million
5. A description of the plan for the implementation of the investment including expected timetable;
   (a) Construction or Preparatory Period (Describe MM/YY) - 8 Months
   (b) Commercial Operation Date (Describe MM/YY) - 26 April, 2020
6. Number of employees to be appointed;
   (a) Local - 40 Person
   (b) Foreign (Expert/Technician) - 13 Person
7. Please specify the detailed list of foreign capital (Capital in-Cash and Capital in-kind) in Kyats and US$.
   (a) Capital in-cash to be brought in - 3.153 USD in Million
   (b) Capital in-kind to be brought in -

Note: The investor may request the Commission to refrain from publishing commercial-in-confidential information of this investment.

Undertaking

I/We hereby declare that the above statements are true and correct to the best of our knowledge and belief.

I/We fully understand that proposal may be denied or unnecessarily delayed if the applicant fails to provide required information to access by Commission for issuance of permit.

I/We hereby declare to strictly comply with terms and conditions set out by the Myanmar Investment Commission.

Signature of the applicant:

Name: AUNG HLAING OO

Title: MANAGING DIRECTOR

Department/ Company: MCM POWER COMPANY LIMITED.

(Seal/Stamp):

Annexure - A1

ပုံစံ (၂)

အဆိုပြုချက်

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်။ ။ ၁၁/MCM/MIC

ရက်စွဲ။ ။ ၂၀၁၉ခုနှစ်၊ နိုဝင်ဘာလ (၂၅) ရက်

ကျွန်တော် / ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ ၃၆ နှင့်အညီ ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အတွင်း ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုပါသဖြင့် အောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်။

၁။ ရင်းနှီးမြှုပ်နှံသူ၏-

(က)	အမည်	---	ဦးအောင်လှိုင်ဦး
(ခ)	အဖအမည်	---	ဦးတီးတီး
(ဂ)	နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်/	---	၁၂/လမတ(နိုင်) ၀၂၅၉၉၇
	နိုင်ငံကူးလက်မှတ်အမှတ်/	---	
(ဃ)	နိုင်ငံသား	---	မြန်မာနိုင်ငံသား
(င)	နေရပ်လိပ်စာ	---	
	(၁) ပြည်တွင်း	---	အမှတ်(၃၅)၊ ၇ မိုင်အိမ်ယာ၊ ပြည်လမ်း၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
	(၂) ပြည်ပ	---	N/A
(စ)	တယ်လီဖုန်း/ဖက်စ်	---	+951654366
(ဆ)	အီးမေးလ်လိပ်စာ	---	info@mcmpacific.com

(ဈ)	ပင်မကုမ္ပဏီအမည်	---	Myanmar Chemical & Machinery Company Limited
(ည)	ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ	---	အမှတ် (၂၀/၂၁)၊ (၆) ရပ်ကွက်၊ သုခဝတီလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
(ဋ)	လုပ်ငန်းအမျိုးအစား	---	IPP (BOT) စနစ်ဖြင့် 40 MW သဘာဝဓါတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း။
(ဌ)	အဆိုပြုလုပ်ငန်း၏ ထုတ်လုပ်မှုကွင်းဆက်နှင့် အခြားဆက်စပ်လုပ်ငန်းများအပေါ် အကျိုးပြုမှု	---	တိုင်းပြည်အကျိုးပြု

၂။ ဖက်စပ်ပြုလုပ်၍ ရင်းနှီးမြှုပ်နှံလိုပါကရင်းနှီးမြှုပ်နှံသူနှင့် ဖက်စပ်ပြုလုပ်မည့်သူများ၏-

(က)	အမည်	---	Mr. Jeong Hwan Park
(ခ)	အဖအမည်	---	
(ဂ)	နိုင်ငံသားစီစစ်ရေးကဒ်အမှတ်/	---	
	နိုင်ငံကူးလက်မှတ်အမှတ်/	---	M30271072
(ဃ)	နိုင်ငံသား	---	South Korean
(င)	နေရပ်လိပ်စာ	---	
	(၁) ပြည်တွင်း	---	#2702, Block 4, Golden City, Yankin Tsp., Yangon
	(၂) ပြည်ပ	---	South Korea
(စ)	တယ်လီဖုန်း/ဖက်စ်	---	
(ဆ)	အီးမေးလ်လိပ်စာ	---	

(ဈ) ပင်မကုမ္ပဏီအမည် --- ကမ္ဘာ့အေးဘုရားလမ်း၊ Mahar Land Business Center, ရန်ကင်းမြို့နယ်၊ ရန်ကုန်

(ည) ပင်မကုမ္ပဏီတည်ရှိရာလိပ်စာ ---

မှတ်ချက်။ အထက်အပိုဒ် ၁၂ တို့နှင့်စပ်လျဉ်း၍ ဖော်ပြပါအချက်များကိုပူးတွဲတင်ပြရန်

(၁) ကုမ္ပဏီမှတ်ပုံတင်အသေးစိတ်အထားများ (မိတ္တူ Annexure 1 & 1A)

(၂) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ် (မိတ္တူ) နှင့် နိုင်ငံကူးလက်မှတ် (မိတ္တူ Annexure 2, 2A, 2B & 2C)

(၃) အဆိုပြုလုပ်ငန်းတွင် ပါဝင်လိုသူများ၏ လုပ်ပိုင်ခွင့်နှင့် ငွေရေးကြေးရေး ဆိုင်ရာအထောက်အထားများ (မိတ္တူ Annexure 3)

၃။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင် လျှောက်ထားခြင်းမဟုတ်ပါကလျှောက်ထားသူ၏-

(က) အမည် ---

(ခ) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ---

(လျှောက်ထားသူသည် စီးပွါးရေးအဖွဲ့အစည်းဖြစ်ပါက)

(ဂ) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ်/ --- N/A

နိုင်ငံကူးလက်မှတ်အမှတ်/ ---

(ဃ) နိုင်ငံသား ---

(င) မြန်မာနိုင်ငံတွင်နေထိုင်သည့် နေရပ်လိပ်စာ ---

(စ) တယ်လီဖုန်း/ဖက်စ် ---

(ဆ) အီးမေးလ်လိပ်စာ ---

၄။ ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့် လုပ်ငန်းအမျိုးအစား --- IPP (BOT) စနစ်ဖြင့် 40 MW သဘာဝဓါတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း။

၅။ ဖွဲ့စည်းမည့် စီးပွါးရေးအဖွဲ့အစည်းပုံသဏ္ဍာန် --- Joint Venture

၆။ အစုရှယ်ယာရှင်များစာရင်း

စဉ်	အစုရှယ်ယာရှင်အမည်	နိုင်ငံသား	အစုရှယ်ယာပိုင်ဆိုင်မှု %
၁	Myanmar Chemical & Machinery Company Limited	မြန်မာ	၉၁ %
	-ဦးအောင်လှိုင်ဦး		
	-ဒေါ်ခင်နွယ်မာထွန်း		
	-ဒေါ်နီနီဆုအောင်		
၂	POSCO International Corporation	ကိုရီးယား	၉ %
	-Mr Jeong Hwan Park		

၇။ ကုမ္ပဏီဖွဲ့စည်းခြင်းနှင့်သက်ဆိုင်သောအချက်အလက်များ

(က) ခွင့်ပြုမတည်ငွေရင်း --- Private Limited Company by Shares

(ခ) အစုရှယ်ယာအမျိုးအစား --- ကျပ် ၁၀၀၀၀၀/ တန် အစု (၁၀၀၀)

(ဂ) အစုရှယ်ယာများကထည့်ဝင်မည့် အစုရှယ်ယာပမာဏ --- ကျပ်(၂၅၀,၀၀၀,၀၀၀/-) (ကျပ်သိန်းနှစ်ထောင့်ငါးရာတိတိ)

(ဃ) မိခင်ကုမ္ပဏီ၏ လုပ်ငန်းဆောင်ရွက်မှု အကျဉ်းချုပ် --- (မိတ္တူ)

(င) မိခင်ကုမ္ပဏီ၏ မတည်ငွေရင်းပမာဏ --- (၉၁%) ၃၁.၈၈၂ သန်း USD

(စ) မိခင်ကုမ္ပဏီ၏ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအတွက်--- ငွေကြေးထည့်ဝင်နိုင်မှု (မိတ္တူ Annexure 13) --- (၉၁%) ၃၁.၈၈၂ သန်း USD

(ဆ) မိခင်ကုမ္ပဏီ၏ နည်းပညာအတွေ့အကြုံများ--- ကျောက်ဆည်တွင် 140MW ဓာတ်ငွေ့သုံးဓာတ်အားပေးစက်ရုံ ဆောင်ရွက်ပြီးစီး

၈။ မတည်ငွေရင်းနှင့်သက်ဆိုင်သည့်အချက်အလက်များ

ကျပ် / US$ (သန်းပေါင်း)

(က)	ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း ပမာဏ / ရာခိုင်နှုန်း	(၉၁%) ၃၁.၈၈၂ သန်း USD
(ခ)	နိုင်ငံခြားမှယူဆောင်လာမည့် မတည်ငွေရင်း ပမာဏ / ရာခိုင်နှုန်း	(၉%) ၃.၁၅၃ သန်း USD
	စုစုပေါင်း	(၁၀၀%) ၃၅.၀၃၅ သန်း USD

(ဂ) အဆိုပြုမတည်ငွေရင်းနှစ်အလိုက်ထည့်ဝင်မည့်အခြေအနေ/ယူဆောင်လာမည့်ကာလ - ၈ လ

(ဃ) ရင်းနှီးမြှုပ်နှံမှုတန်ဘိုး/ပမာဏ --- အမေရိကန်ဒေါ်လာ ၃၅.၀၃၅ သန်း

(င) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်လိုသည့်သက်တမ်း --- ၂၄ နှစ်

(စ) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတည်ဆောက်မှုကာလ--- ၇ လ
သို့မဟုတ် ပြင်ဆင်မှုကာလ (Project scheduleၤ မိတ္တူ Annexure 14)

မှတ်ချက်။ အပိုဒ် ၈(င) နှင့်စပ်လျဉ်း၍ ထူးခြားသည့်အခြေအနေရှိပါက နောက်ဆက်တွဲ ဖြင့်ဖော်ပြရန်

၉။ နိုင်ငံခြားမှယူဆောင်တင်သွင်းလာမည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

		နိုင်ငံခြားငွေ (သန်းပေါင်း)	ညီမျှသည့်ခန့်မှန်းငွေကျပ် (သန်းပေါင်း)
(က)	နိုင်ငံခြားငွေ (၉%)	၃.၁၅၃ သန်း ဒေါ်လာ	၄,၇၇၇ သန်း ကျပ်
(ခ)	စက်ပစ္စည်းများ၊စက်ကိရိယာများ စသည်ပစ္စည်းတို့၏တန်ဘိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-	-
(ဂ)	ကနဦးကုန်ကြမ်းပစ္စည်းများနှင့် အခြားအလားတူပစ္စည်းများ၏ တန်ဘိုးပမာဏ	-	-
(ဃ)	လိုင်စင်၊ တီထွင်မှုပိုင်ဆိုင်ခွင့်၊	-	-

စက်မှုဒီဇိုင်းကုန်အမှတ်တံဆိပ်၊
မူပိုင်ခွင့်စသည့်အသိဉာဏ်ဆိုင်ရာ
ပစ္စည်းများကိုတန်ဘိုးဖြတ်နိုင်သော
အခွင့်အရေးများ၏တန်ဘိုးပမာဏ

(င) ကျွမ်းကျင်မှုနည်းပညာရပ်များ၏ တန်ဘိုးပမာဏ

(စ) အခြား (ဥပမာ-ဆောက်လုပ်ရေး လုပ်ငန်းသုံးပစ္စည်းများ) စုစုပေါင်း — (အသေးစိတ်စာရင်းပူးတွဲတင်ပြလျက် Annexure 8D)

[redacted] အပိုဒ် ၉ (ဃ) (င) တို့နှင့်စပ်လျဉ်း၍ အသုံးပြုခွင့်အထောက်အထားများ ပူးတွဲ တင်ပြရန်။

၁၀။ ပြည်တွင်းမှထည့်ဝင်မည့် မတည်ငွေရင်း၏ အသေးစိတ်စာရင်း-

		ကျပ် (သန်းပေါင်း)
(က)	ငွေပမာဏ	၁၄,၈၀၀. ၀၃၅
(ခ)	စက်ပစ္စည်းကိရိယာများတန်ဘိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	၂၂. ၁၁၃ သန်းUSD (မိတ္တူ Annexure 16)
(ဂ)	မြေ/အဆောက်အအုံတန်ဘိုးသို့မဟုတ်ငှားရမ်းခ	-
(ဃ)	အဆောက်အအုံဆောက်လုပ်မှုကုန်ကျစရိတ်	
(င)	ပရိဘောဂနှင့်လုပ်ငန်းသုံးပစ္စည်းများတန်ဘိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-
(စ)	ကနဦးကုန်ကြမ်းပစ္စည်းတန်ဘိုးပမာဏ (အသေးစိတ်စာရင်းပူးတွဲတင်ပြရန်)	-
(ဆ)	အခြား	
	စုစုပေါင်း (၉၀%)	၄၈,၃၀၀ သန်း ကျပ်

(၁၁) ဈေးငွေနှင့်သက်ဆိုင်သည့်အချက်အလက်များ-

ပြည်တွင်းဈေးငွေ	---	ကျပ်
ပြည်ပဈေးငွေ	---	အမေရိကန်ဒေါ်လာ

လက်ရှိတွင်ကိုယ်ပိုင်ငွေကြေးဖြင့် ရင်းနှီးမြှုပ်နှံလျှက်ရှိပြီး မည်သည့်ဘဏ်ဈေးငွေကိုမှ ရယူထားခြင်းမရှိပါ။

၁၂။ ဆောင်ရွက်မည့် စီးပွါးရေးအဖွဲ့အစည်းနှင့် သက်ဆိုင်သောအချက်အလက်များ-

(က) ရင်းနှီးမြှုပ်နှံမှုပြုလုပ်မည့်ဒေသ (များ)/တည်နေရာ --- ရွှေတောင်ကျေးရွာ၊ ပြည်မြို့နယ်၊ပဲခူးတိုင်းဒေသကြီး။

(ခ) မြေ/အဆောက်အအုံအကျယ်အဝန်း၊ အရေအတွက်---

(၁) တည်နေရာ --- ပဲခူးတိုင်းဒေသကြီး၊ ဧရိယာ (၃.၃၅) ဧကဝန်းကျင်။

(၂) မြေအဆောက်အအုံအကျယ်အဝန်းအရေအတွက် --- (၃.၃၅)ဧကဝန်းကျင်။

(၃) လက်ရှိပိုင်ဆိုင်သူ ---

(ကက) အမည်/ကုမ္ပဏီ/ဌာန --- လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

(ခခ) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ် ---

(၄) မြေအမျိုးအစား --- Industrial Land

(၅) မြေငှားရမ်းခွင့်ပြုကာလ --- ၂၄ နှစ်

(၆) ငှားရမ်းမည့်ကာလ --- ၂၄ နှစ်

(၇) ငှားရမ်းခနှုန်းထား ---

(ကက) မြေ --- 4050 USD/ Acre/ Year

(ခခ) အဆောက်အအုံ --- N/A

(၈) ရပ်ကွက် ---

(၉) မြို့နယ် --- ပြည်မြို့၊

(၁၀) ပြည်နယ်/တိုင်းဒေသကြီး --- ပဲခူးတိုင်းဒေသကြီး

(၁၁) ငှားရမ်းမည့်ပုဂ္ဂိုလ်

(ကက) အမည်/ကုမ္ပဏီအမည်/ဌာန --- MCM Power Company Limited

(ခခ) အဖအမည် ---

(ဂဂ) နိုင်ငံသား ---

(ဃဃ) နိုင်ငံကူးလက်မှတ်အမှတ်/ ---

နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ် ---

(ငင) နေရပ်လိပ်စာ --- အမှတ် (၂ဝ/၂၁)၊ (၆) ရပ်ကွက်၊ သုခဝတီလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

(ဂ) ဆောက်လုပ်မည့်အဆောက်အအုံလိုအပ်ချက်

(၁) အဆောက်အအုံအမျိုးအစား၊ အရေအတွက် --- Prefacricated Building ၂၃

(၂) အကျယ်အဝန်း --- 632 m^2 & 161 m^2

(ဃ) နှစ်စဉ်ထုတ်လုပ်မည့်ကုန်ပစ္စည်း/ဝန်ဆောင်မှု --- 40 MW ရှိလျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ခြင်းလုပ်ငန်း

(င) နှစ်စဉ်လျှပ်စစ်ဓါတ်အားလိုအပ်ချက် --- ကိုယ်ပိုင်လျှပ်စစ်ဓာတ်အား (600 kW)

(စ) နှစ်စဉ်ရေလိုအပ်ချက် --- 11,000 m^3

မှတ်ချက်။ အပိုဒ် ၁၂ (ခ)နှင့်စပ်လျဉ်း၍အောက်ပါအချက်များပူးတွဲတင်ပြရန်-

(၁) မြေပိုင်ဆိုင်မှု/မြေဂရမ်အထောက်အထား(စက်မှုဇုန်မှအပ)နှင့်မြေပုံ

(၂) မြေငှားစာချုပ် (မူကြမ်း) (မိတ္တူပူးတွဲ)

၁၃။ ငွေကြေးပိုင်ဆိုင်မှုနှင့် ပတ်သက်၍ အသေးစိတ်ဖော်ပြချက်-

(က) အမည်/ ကုမ္ပဏီအမည် --- MCM Company Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ် နိုင်ငံကူးလက်မှတ်အမှတ် ---

(ဂ) ဘဏ်စာရင်းအမှတ် ---

(မိခင်နိုင်ငံရှိဘဏ်ထောက်ခံချက် သို့မဟုတ် မိခင်ကုမ္ပဏီစာရင်းစစ်ပြီးသည့် နှစ်ချုပ်စာရင်း ပူးတွဲ တင်ပြရန်) (Bank Statement မိတ္တူ ပူးတွဲဖော်ပြလျှက်)

၁၄။ ဆောင်ရွက်မည့်စီးပွါးရေးအဖွဲ့အစည်းတွင် လိုအပ်မည့်ဝန်ထမ်းများစာရင်း

စဉ်	အဆင့်အတန်း	မြန်မာနိုင်ငံသား	နိုင်ငံခြားသား	စုစုပေါင်း
(က)	အကြီးတန်းစီမံခန့်ခွဲမှု (မန်နေဂျာများ၊ အဆင့်မြင့်အရာရှိများ)	၂	၁	၃
(ခ)	အခြားအဆင့်စီမံခန့်ခွဲမှု (အကြီးတန်းစီမံခန့်ခွဲမှုမှအပ)	၁၀	၁၂	၂၂
(ဂ)	သက်မွေးဝမ်းကျောင်းပညာရှင်များ	၁	-	၁
(ဃ)	နည်းပညာနှင့်ဆက်စပ်သည့်သက်မွေးပညာရှင်	၁၂	-	၁၂
(င)	အကြံပေး	-	-	-
(စ)	ကျွမ်းကျင်လုပ်သား	၅	-	၅
(ဆ)	အခြေခံလုပ်သား	၁၀	-	၁၀
	စုစုပေါင်း	၄၀	၁၃	၅၃

မှတ်ချက်။ အောက်ဖော်ပြပါ ဖော်ပြချက်များပူးတွဲဖော်ပြရန် (မိတ္တူ Annexure 11)

(၁) လုပ်သားများ၏ လူမှုဖူလုံရေး၊ သက်သာချောင်ချိမှုဆောင်ရွက်မည့်အစီအမံများ (မြန်မာနိုင်ငံ၏ပြဌာန်းချက်ဥပဒေအတိုင်းဆောင်ရွက်သွားမည်ဖြစ်ပါသည်။)

(၂) ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းပြုလုပ်မည့် အစီအမံများ (ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်းအတွက်လိုအပ်သော EIA/SIA များကို ညွှန်ကြားချက်များအတိုင်းသေချာလိုက်နာဆောင်ရွက်လျှက်ရှိပါသည်။) (မိတ္တူ Annexure 12)

၁၅။ အဆိုပြုချက်နှင့်အတူ အောက်ဖော်ပြပါလျှောက်ထားလွှာများကို တင်ပြလျှောက်ထားခြင်း ရှိ/မရှိ ဖော်ပြရန်-

- ☑ မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ
- ○ အခွန်ကင်းလွတ်ခွင့်သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

၁၆။ အဆိုပါရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းအကျဉ်းချုပ်အား နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်။

လျှောက်ထားသူလက်မှတ်

အမည် AUNG HLAING OO

ရာထူး MANAGING DIRECTOR

ဌာန / ကုမ္ပဏီတံဆိပ် MSM POWER COMPANY LIMITED

အဆိုပြုရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း အကျဉ်းချုပ် (နည်းဥပဒေ ၃၈)

၁။ ရင်းနှီးမြှုပ်နှံမှုတွင် တိုက်ရိုက်ဖြစ်စေ၊ သွယ်ဝိုက်၍ဖြစ်စေ အကျိုးစီးပွါးသိသာထင်ရှားစွာပါဝင်သော အခြားပုဂ္ဂိုလ်များ ဖော်ပြရန် -

(က) ရင်းနှီးမြှုပ်နှံသူမှ ရရှိမည့်အမြတ်ငွေ၏ ၁၀ % နှင့်အထက်ကို ပိုင်ဆိုင်ခွင့်ရှိသည့် သို့မဟုတ် ထိန်းချုပ်ခွင့်ရှိသည့်လုပ်ငန်း၏ -

(၁)	အမည်	---	ဒေါ်ခင်နွယ်မာထွန်း ဒေါ်နီနီဆုအောင်
(၂)	ဆက်သွယ်ရမည့်လိပ်စာ	---	အမှတ်(၃၅)၊ ၇ ဗိုင်အိမ်ယာ၊ ပြည်လမ်း၊ မရမ်းကုန်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။
(၃)	မှတ်ပုံတင်အမှတ်	---	၁၃/ကတန (နိုင်) ၀၀၂၆၄၈ ၁၂/သဃက (နိုင်) ၁၈၅၃၉၅

(တစ်ဦးထက်ပိုပါက နောက်ဆက်တွဲဖြင့်ဖော်ပြရန်)

(ခ) ခွင့်ပြုမည့် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်း ဆောင်ရွက်ရာတွင် တိုက်ရိုက်ပါဝင်သည့် လက်အောက်ခံကုမ္ပဏီများရှိလျှင် အဆိုပါ ကုမ္ပဏီများ၏ အမည်ကိုဖော်ပြရန်-

(၁) ဒေါ်ခင်နွယ်မာထွန်း

(၂) ဒေါ်နီနီဆုအောင်

(၃) Mr. Jeong Hwan Park

၂။	ရင်းနှီးမြှုပ်နှံမှု၏ အဓိကတည်နေရာ သို့မဟုတ် တည်နေရာများ	---	ရွှေတောင်ကျေးရွာ၊ ပြည်မြို့နယ်၊ ပဲခူးတိုင်းဒေသကြီး။
၃။	ရင်းနှီးမြှုပ်နှံမှု လုပ်ငန်းပြုလုပ်မည့် ကဏ္ဍနှင့် ဆောင်ရွက်မည့်စီးပွါးရေးလုပ်ငန်းများဖော်ပြချက်	---	IPP (BOT) စနစ်ဖြင့် 40 MW သဘာဝဓါတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ထုတ်လုပ် ရောင်းချခြင်းလုပ်ငန်း။
၄။	အဆိုပြုထားသော ရင်းနှီးမြှုပ်နှံမှုပမာဏ	---	အမေရိကန်ဒေါ်လာ ၃၅.၀၃၅ သန်း မြန်မာကျပ်ငွေ ၅၃,၀၇၈ သန်း

(မြန်မာကျပ်နှင့် အမေရိကန်ဒေါ်လာတို့ဖော်ပြရန်)

၅။ ရင်းနှီးမြှုပ်နှံမှုအကောင်အထည်ဖော်မည့် ခန့်မှန်းအချိန်ဇယားအပါအဝင် အစီအစဉ်ဖော်ပြချက်-

(က) တည်ဆောက်ရေးကာလ သို့မဟုတ် ပြင်ဆင်မှုကာလ (နှစ်၊ လ တို့ဖြင့်ဖော်ပြရန်) --- ၈ လ

(ခ) စီးပွါးဖြစ်စတင်မည့်ကာလ (နှစ်၊ လ တို့ဖြင့်ဖော်ပြရန်) --- ၂၀၂၀ခုနှစ်၊ ဧပြီလ၊ (၂၆) ရက်

၆။ ခန့်ထားမည့်အလုပ်သမားဦးရေ-

(က) ပြည်တွင်း --- (၄၀) ဦး

(ခ) ပြည်ပ (ပညာရှင်/ကျွမ်းကျင်သူ) --- (၁၃) ဦး

၇။ ပြည်ပမှပြည်တွင်းသို့ ယူဆောင်လာမည့် မတည်ရင်းနှီးမြှုပ်နှံမှုများတွင် ငွေသားဖြင့်ယူဆောင်မှု ပမာဏ (Capital in-cash)၊ ရင်းနှီးပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေပမာဏ (Capital in-kinds) တို့အား တိကျစွာခွဲခြားသတ်မှတ်ဖော်ပြပေးရန်

(မြန်မာကျပ်နှင့်အမေရိကန်ဒေါ်လာတို့ဖြင့် ဖော်ပြရန်)-

(က) ငွေသားဖြင့်ယူဆောင်မှု ပမာဏ --- ၃.၁၅၃ သန်း အမေရိကန်ဒေါ်လာ (၄,၇၇၇ သန်း ကျပ်)

(ခ) ပစ္စည်းအဖြစ်ယူဆောင်လာမည့် ရင်းနှီးငွေ ပမာဏ ---

မှတ်ချက်။ ရင်းနှီးမြှုပ်နှံသူသည် ရင်းနှီးမြှုပ်နှံမှုနှင့် သက်ဆိုင်သော လျှို့ဝှက်ထိန်းသိမ်းရမည့် သတင်းအချက်အလက်များအား ထုတ်ပြန်ခြင်းမှ ရှောင်ကြဉ်ရန်ကော်မရှင်ထံ တင်ပြတောင်းဆိုနိုင်သည်။

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှု ရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှစိစစ် ရာ၌ လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူမှပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြု လျှောက်ထားလွှာကိုငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာ ခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာ မည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ် ....

အမည် AUNG HLAING OO

MANAGING DIRECTOR

ရာထူး MCM POWER COMPANY LIMITED.

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Annexure - C

ပုံစံ (၆)

အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ် ၊

ရက်စွဲ ၊ ခုနှစ်၊ လ ( ) ရက်

အကြောင်းအရာ။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေအရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့် လျှောက်ထားခြင်း

ကျွန်တော် / ကျွန်မသည် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေ ပုဒ်မ ၇၄ အရ အခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်များ ခံစားခွင့်ရရှိရေးအတွက် အောက်ဖော်ပြပါအချက်များအား ဖြည့်စွက်၍ လျှောက်ထားအပ်ပါသည်-

၁။ ရင်းနှီးမြှုပ်နှံသူ၏

(က) အမည် --- ဦးအောင်လှိုင်ဦး

(ခ) ကုမ္ပဏီအမည် --- MCM Power Company Limited

(ဂ) လုပ်ငန်းအမျိုးအစား --- BOT စနစ်ဖြင့် 40 MW Power Plant တည်ဆောက်၍ လျှပ်စစ်ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း။

(ဃ) ခွင့်ပြုမိန့်အမှတ် သို့မဟုတ် အတည်ပြု --- လျှောက်ထားဆဲ

မိန့်အမှတ် (လျှောက်ထားဆဲဖြစ်ပါကလျှောက်ထားဆဲဖြစ်ကြောင်းဖော်ပြရန်)

၂။ ရင်းနှီးမြှုပ်နှံသူကိုယ်တိုင်လျှောက်ထားခြင်း ---

မဟုတ်ပါက လျှောက်ထားသူ၏

(က) ဆက်သွယ်ရမည့်ပုဂ္ဂိုလ်အမည် ---

(ခ) နိုင်ငံသားစိစစ်ရေးကဒ်/ ---

နိုင်ငံကူးလက်မှတ်အမှတ်

၃။ တည်ဆောက်မှုကာလ/ပြင်ဆင်မှုကာလ --- (၁) နှစ်

၄။ စီပွါးဖြစ်စတင်သည့်နေ့ ---

၅။ အောက်ပါအခွန်ကင်းလွတ်ခွင့် သို့မဟုတ် သက်သာခွင့်ကိုခံစားခွင့်ပြုနိုင်ပါရန် လျှောက်ထား အပ်ပါသည်-

(က) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅ (က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့်

(-)

(-)

မှတ်ချက်။ မိမိလျှောက်ထားလိုသည့် ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့်များကိုဖော်ပြရန်

၆။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၅(က)ပါ ဝင်ငွေခွန်ကင်းလွတ်ခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၈၃နှင့်အညီ လုပ်ငန်းဆောင်ရွက်နေသည့် ဇုန်နေရာ သို့မဟုတ် နည်းဥပဒေ ၉၆နှင့်အညီ တွက်ချက်ထားသော ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းတန်ဘိုး ၆၅ %အထက်အား ရင်းနှီးမြှုပ်နှံထားသည့် သို့မဟုတ် လုပ်ငန်းဆောင်ရွက်နေသည့် ဇုန်နေရာကို ဖော်ပြပေးရန်။

၇။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၇ (က) နှင့် (ဃ) ကိုလျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၈၄ ပါ အချက်အလက်များကို ဇယား (၁) တွင်ဖြည့်စွက်ရန်။

၈။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၇ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက ဇယား (၂) နှင့် အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းမှ ရရှိမည့် တစ်နှစ်စာ --- USD (9.20) သန်း

မျှော်မှန်းဝင်ငွေ

(ခ) ပို့ကုန်များမှရရှိသော တစ်နှစ်စာနိုင်ငံခြားငွေ --- မရှိ

၉။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈ (က) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက နည်းဥပဒေ ၉၉ နှင့်အညီ တစ်ဖက်ပါအချက်အလက်များကို ဖော်ပြ ပေးအပ်ရန်-

(က) မည့်သည့်ဘဏ္ဍာနှစ်တွင် ရရှိခဲ့သည့် အမြတ်ငွေဖြစ်ကြောင်းဖော်ပြရန်။ ---

(ခ) မည့်သည့်ဘဏ္ဍာနှစ်အတွက် ပြန်လည် ရင်းနှီးမြှုပ်နှံလိုကြောင်းဖော်ပြရန်။ ---

(ဂ) ပြန်လည်ရင်းနှီးမြှုပ်နှံမည့် ပမာဏကို ဖော်ပြပေးရန်။ ---

၁၀။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈ (ခ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက အောက်ပါအချက်အလက်များကို ဖော်ပြပေးအပ်ရန်-

(က) နိုင်ငံတော်၏ သက်ဆိုင်ရာဥပဒေများအရ ခွင့်ပြုထားသည့် ပစ္စည်းတန်ဘိုး လျှော့တွက် နှုန်းထားနှင့် ၎င်းနှုန်းထား၏ ၁.၅ ဆနှင့် တူညီသည့် ပစ္စည်းတန်ဘိုး လျှော့တွက်နှုန်းထားတို့ကို ယှဉ်တွဲတွက်ချက် ဖော်ပြထားသည့် ပစ္စည်းတန်ဘိုး လျှော့တွက်နှုန်းထားတွက်ချက်မှုကို ပူးတွဲ တင်ပြရန်။

(ခ) ရင်းနှီးမြှုပ်နှံသူသည် ပစ္စည်းတန်ဘိုးလျှော့တွက်နှုန်းထားကို တွက်ချက်ခံစားခွင့် အတွက် အခြားသက်ဆိုင်ရာ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံ သီးခြားလျှောက်ထားခြင်း သို့မဟုတ် ရရှိထားခြင်း ရှိ / မရှိ။

၁၁။ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုဥပဒေပုဒ်မ ၇၈ (ဂ) အရ အခွန်ကင်းလွတ်ခွင့်နှင့် သက်သာခွင့် လျှောက်ထားမည်ဆိုပါက ဘဏ္ဍာနှစ်အတွက် သုတေသနနှင့်ဖွံ့ဖြိုးရေးလုပ်ငန်းများ၏ အမှန် တစ်ကာယ်ကုန်ကျစရိတ်ကို စာရင်းပြုစု၍ ပူးတွဲတင်ပြရန်။

လျှောက်ထားသူလက်မှတ် ....

အမည် ....AUNG HLAING OO

MANAGING DIRECTOR

ရာထူး ....MCM POWER COMPANY LIMITED.

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Annexure - D

Form 7 a

Application form for Land Rights Authorization

To,

Chairman
Yangon Region
Investment Committee

Reference No: 11/MCM/MIC

Date: 25/11/2019

Subject; **Application for Land Lease or Land Rights Authorization to be invested**

I do apply with the following information for permit to lease the land or permit to use the land according to the Myanmar Investment Rules 116;-

1. Particulars relating to Owner of Land / Building

(a)	Name of owner/organization	---	Ministry of Electricity & Energy
(b)	Area	---	About 3.35 acres
(c)	Location	---	Shwedaung Village, Pyay Township, Bago Region.
(d)	Initial period permitted to use the land (Validity of land grant)	---	(-) Years
(e)	Payment of long term lease as equity	---	No
(f)	Agree by Original Lessor	---	Yes
(g)	Type of Land	---	Industrial Land

2. Lessor

(a)	Name/Company's Name/ Department/Organization	---	Ministry of Electricity & Energy
(b)	National Registration Card No	---	
(c)	Address	---	Building No 27, Naypyitaw, Myanmar.

3. Lessee

(a)	Name/Company's Name/	---	MCM Power Company Limited

Department/Organization

(b) National Registration Card No ---

Passport No

(c) Citizenship ---

(d) Address --- No 21/22, 6th Ward, Thukhawadi Street, Yankin Township, Yangon, Myanmar.

4. Particulars of the proposed Land Lease

(a) Type of Investment --- Generation of 40 MW Electricity from Gas Based Power Plant on BOT Basis.

(b) Investment Location(s) --- Shwedaung Village, Pyay Township, Bago Region.

(c) Location (Ward, Township, State/Region)--- Bago Region.

Yangon, Myanmar.

(d) Area of Land --- About 3.35 acres

(e) Size and number of Building (s) --- 2 Buildings

1) 21.25 m x 29.7 m

2) 21.50 m x 7.2 m

(f) Value of Building --- 1,720 Kyats in Millions

5. To enclose land ownership and Land Grant, ownership evidences (except Industrial Zone), Land Map and Land Lease Agreement (Draft). ***Enclosed as Annexure 9 (Map) and Annexure 10 (Land Lease)***

6. Whether it is sub-leased from the following person in regarding to Land Lease or not-

☐ Person who has the rights to use the land or building of the Government from Government Department and Organization in accordance with the national laws.

☐ Authorized Person to get the Sub Lease of the building or land owned by the Government in accordance with the permission of the Government department and Organization.

7. Land / Building lease rate (per square meter per year)--- 4050 USD/Acre

8. Land Use Premium - (LUP) (If it is leased from the land belonged to Government Department / Organization, LUP shall be paid in cash by the lessee.)

Rate per Acre --- 4050 USD / Acre

9. Whether it is agreed by original land lessor or land tenant not --- Yes

10. Proposed land or building use/lease period --- 24 Years

11. Whether it is the land located --- Industrial Zone

In the relevant business zone

Area such as industrial zone,

Hotel zone, trade zone and etc

Or not (To describe zone)

Signature ....

Name of Investor Aung Hlaing Oo

Designation Managing Director

Company MCM Power Co. Ltd.

(Seal/ Stamp)

Annexure – D1

ပုံစံ (၇ - က)

မြေအသုံးပြုခွင့်လျှောက်ထားလွှာ

သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

စာအမှတ်။ ။ ၁၀/MCM/MIC
ရက်စွဲ။ ။၂၀၁၉ခုနှစ်၊ နိုဝင်ဘာလ (၂၅) ရက်

အကြောင်းအရာ။ ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့် လျှောက်ထားခြင်း။

ကျွန်တော် / ကျွန်မသည် ရင်းနှီးမြှုပ်နှံမှုလုပ်ငန်းဆောင်ရွက်ရန်အတွက် မြေငှားရမ်းခွင့် သို့မဟုတ် မြေအသုံးပြုခွင့်ကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှု နည်းဥပဒေ ၁၁၆ နှင့်အညီအောက်ပါအချက်အလက်များကို ဖော်ပြ၍ လျှောက်ထားအပ်ပါသည်-

၁။ မြေ / အဆောက်အအုံပိုင်ရှင်နှင့်စပ်လျဉ်းသောအချက်အလက်များ

(က) ပိုင်ရှင်အမည်/အဖွဲ့အစည်း --- လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

(ခ) ဧရိယာအကျယ်အဝန်း --- (၃.၃၅) ဧက ဝန်းကျင်ခန့်

(ဂ) တည်နေရာ --- ရွှေတောင်ကျေးရွာ၊ ပြည်မြို့နယ်၊ ပဲခူးတိုင်းဒေသကြီး။

(ဃ) မူလမြေအသုံးပြုခွင့်ရရှိထားသော ကာလ (မြေဂရမ်သက်တမ်း) --- နှစ် (-) ဂရမ်

(င) နှစ်ရှည်ငှားရမ်းခများကို မတည်ရင်းနှီးငွေအဖြစ် ဖော်ပြခဲ့ခြင်းရှိ / မရှိ --- မရှိ

(စ) ကနဦးငှားရမ်းသူကသဘောတူ / မတူ --- သဘောတူ

(ဆ) မြေအမျိုးအစား --- Industrial Land

၂။ အငှားချထားသူ

(က) အမည် / ကုမ္ပဏီအမည် / ဌာန / အဖွဲ့အစည်း ---လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

(ခ) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ် ---

(ဂ) နေရပ်လိပ်စာ --- Building No 27, နေပြည်တော်

၃။ အငှားချထားခြင်းခံရသူ

(က) အမည် / ကုမ္ပဏီအမည် / ဌာန / အဖွဲ့အစည်း--- MCM Power Company Limited

(ခ) နိုင်ငံသားစိစစ်ရေးကဒ်အမှတ် ---

(ဂ) နိုင်ငံသား ---

(ဃ) နေရပ်လိပ်စာ --- အမှတ် (၂၀/၂၁)၊ (၆) ရပ်ကွက်၊ သုခဝတီလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်တိုင်းဒေသကြီး။

၄။ ငှားရမ်းလိုသည့်မြေနှင့်စပ်လျဉ်းသည့်အချက်အလက်များ

(က) ရင်းနှီးမြှုပ်နှံသည့်လုပ်ငန်းအမျိုးအစား --- BOT စနစ်ဖြင့် 40 MW Power Plant တည်ဆောက်၍ လျှပ်စစ်ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း။

(ခ) ရင်းနှီးမြှုပ်နှံသည့်အရပ်ဒေသ (များ) --- ရွှေတောင်ကျေးရွာ၊ ပြည်မြို့နယ်၊ ပဲခူးတိုင်းဒေသကြီး။ မြေဧရိယာ (၃) ဧက ဝန်းကျင်။

(ဂ) တည်နေရာ (ရပ်ကွက်၊ မြို့နယ်၊ ပြည်နယ်၊ တိုင်းဒေသကြီး) --- ပြည်မြို့နယ်၊ ပဲခူးတိုင်းဒေသကြီး။

(ဃ) မြေဧရိယာအကျယ်အဝန်း --- (၃.၃၅) ဧက ဝန်းကျင်ခန့်

(င) အဆောက်အအုံအရွယ်အစား/အရေအတွက်-- အဆောက်အဦး ၂ခု
(၁) ၂၁.၂၅ မီတာ x ၂၉.၇ မီတာ
(၂) ၂၁.၅၀ မီတာ x ၇.၂ မီတာ

(စ) အဆောက်အအုံတန်ဘိုး --- သန်း ၁,၇၂၀ ကျပ်

၅။ မြေပိုင်ဆိုင်မှု / မြေဂရမ်အထောက်အထား (စက်မှုဇုန်မှုအပ)၊ မြေပုံနှင့် မြေငှားစာချုပ် (မူကြမ်း) တင်ပြရန်။ (မိတ္တူ Annexure 9 & Annexure 10)

၆။ မြေငှားရမ်းခြင်းနှင့်စပ်လျဉ်း၍ အောက်ဖော်ပြပါပုဂ္ဂိုလ်ထံမှ တစ်ဆင့်ငှားရမ်းထားခြင်းရှိ / မရှိ

☐ နိုင်ငံတော်၏ဥပဒေများနှင့်အညီအစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်းထံမှ နိုင်ငံတော်ပိုင်မြေ သို့မဟုတ် အဆောက်အအုံအသုံးပြုခွင့်အားယခင်ကပင်ရရှိထားသောပုဂ္ဂိုလ်၊

☐ အစိုးရဌာန၊ အစိုးရအဖွဲ့အစည်း၏ ခွင့်ပြုချက်နှင့်အညီ နိုင်ငံတော်ပိုင်မြေသို့မဟုတ် အဆောက် အအုံအားတစ်ဆင့်ငှားယူရန် သို့မဟုတ် တစ်ဆင့်လိုင်စင် ရယူရန်အခွင့်ရှိသည့်ပုဂ္ဂိုလ်။

၇။ မြေ / အဆောက်အအုံငှားရမ်းခနှုန်း --- 4050 USD / Acre
(တစ်နှစ်လျှင်တစ်စတုရန်းမီတာအတွက်)

၈။ မြေအသုံးချမှုပရီမီယံကြေး (Land Use Premiu, - LUP) (အစိုးရဌာန / အစိုးရအဖွဲ့အစည်းပိုင် မြေငှားရမ်းခြင်းဖြစ်ပါကအငှားချထားခြင်းခံရသူထံမှ LUP ကောင်းခံပါမည်။)

တစ်ဧကနှုန်း --- 4050 USD / Acre

၉။ မူလမြေငှားရမ်းခွင့်ရှိသူသို့မဟုတ် မြေအသုံးပြုခွင့်ရသူမှ ငှားရမ်းရန် သဘောတူ / မတူ --- သဘောတူ

၁၀။	လျှောက်ထားမည့်မြေသို့မဟုတ် အဆောက်အအုံငှားရမ်း / အသုံးပြုခွင့်သက်တမ်း	---	၂၄ နှစ်
၁၁။	စက်မှုဇုန်၊ ဟိုတယ်ဇုန်၊ ကုန်သွယ်ရေးဇုန်၊ အစရှိသည့် သက်ဆိုင်ရာလုပ်ငန်းဇရိယာ အတွင်းရှိမြေဟုတ် / မဟုတ် (ဇုန်ကိုဖော်ပြရန်)	---	Industrial Zone

လျှောက်ထားသူလက်မှတ် ....

အမည်

AUNG HLAING OO

MANAGING DIRECTOR

ရာထူး

M[illegible] POWER COMPANY LIMITED.

ဌာန/ကုမ္ပဏီတံဆိပ် ....

Annexure-E

ကတိဝန်ခံချက်

အထက်ဖော်ပြပါ လျှောက်ထားသူမှပေးအပ်သည့် အချက်အလက်များအားလုံးသည် မှန်ကန်မှုရှိပါကြောင်းအာမခံပါသည်။

ဤအတည်ပြုလျှောက်ထားလွှာတွင် အတည်ပြုမိန့်ထုတ်ပေးရန်အတွက် ကော်မရှင်မှစိစစ် ရာ၌ လိုအပ်သည့်အချက်အလက်များကို လျှောက်ထားသူမှပေးအပ်ရန် ပျက်ကွက်ပါက အတည်ပြု လျှောက်ထားလွှာကိုငြင်းပယ်ခြင်း သို့မဟုတ် စိစစ်ရာ၌ မလိုလားအပ်သည့် နှောင့်နှေးကြန့်ကြာ ခြင်းတို့ ဖြစ်ပေါ်နိုင်ကြောင်း ကောင်းစွာသဘောပေါက်နားလည်ပါသည်။

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်မှ ချမှတ်မည့် စည်းမျဉ်းစည်းကမ်းများကိုလည်း လိုက်နာမည်ဖြစ်ကြောင်း ဝန်ခံကတိပြုအပ်ပါသည်။

လျှောက်ထားသူလက်မှတ် ....

အမည် .... AUNG HLAING OO

ရာထူး .... MANAGING DIRECTOR

ဌာန/ကုမ္ပဏီတံဆိပ် .... MCM POWER COMPANY LIMITED.

Annexure - F

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

စာအမှတ်၊ ၄၀၁ / ဥမရ - ပစအ / ၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ နိုဝင်ဘာလ ၂၆ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Consortium of Myanmar Chemical & Machinery Co., Ltd and POSCO International Corporation မှ ရွှေတောင် ဓာတ်အားပေးစက်ရုံဝန်းအတွင်း အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အား ဝယ်ယူရေး စာချုပ်ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှု အခြေအနေအား တင်ပြခြင်း

ရည်ညွှန်းချက် ။ (၁) လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၏ (၂၂-၁၀-၂၀၁၉)ရက်စွဲပါ စာအမှတ်၊ MOEE - ၂ / (၁၅) / (င) (ရွှေတောင်) / (၁၇၄၇၇) / ၂၀၁၉

(၂) မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၏ (၁၄-၁၁-၂၀၁၉)ရက်စွဲပါ စာအမှတ်၊ မရက - ၅ (လ) / နေ - ၀၀၁ / ၂၀၁၉ (၅၂၅)

၁။ Consortium of MCM and Posco ကုမ္ပဏီအဖွဲ့မှ ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလိုကူညီ ဆောင်ရွက်ပေးနိုင်ပါရန် ရည်ညွှန်း(၁)ပါစာဖြင့် ညှိနှိုင်းမေတ္တာရပ်ခံခဲ့ခြင်းအား စီမံကိန်းနှင့်စပ်လျဉ်းသည့် လျှပ်စစ် ဓာတ်အားဝယ်ယူရေးသဘောတူစာချုပ် ချုပ်ဆိုမည့် နောက်ဆုံးအခြေအနေအား လျှပ်စစ်နှင့်စွမ်းအင် ဝန်ကြီးဌာနမှတဆင့် တင်ပြရန် ရည်ညွှန်း(၂)ပါစာဖြင့် မိတ္တူပေးပို့လာပါသည်။

၂။ အဆိုပါစီမံကိန်းအတွက် ဓာတ်အားဝယ်ယူရေး သဘောတူစာချုပ် ချုပ်ဆိုနိုင်ရေး ဌာနနှင့် ကုမ္ပဏီတို့အကြား နှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းများအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေး ဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်များသို့ ပေးပို့၍ (နောက်ဆက်တွဲ - က) ပါအတိုင်း သဘောထား မှတ်ချက်တောင်းခံခဲ့ပါသည်။

၃။ အဆိုပါ စာချုပ်မူကြမ်းအပေါ် ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ် ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်နှင့် မြန်မာနိုင်ငံရင်းနှီး

မြုပ်နှံမှုကော်မရှင်များမှ (နောက်ဆက်တွဲ-ခ) ပါအတိုင်း သဘောထားမှတ်ချက်များ ပြန်ကြားလာပါသည်။ ယခုအခါ အဆိုပါသဘောထားမှတ်ချက်များနှင့်အညီ ကုမ္ပဏီနှင့် ညှိနှိုင်းဆွေးနွေး သဘောတူညီမှု ရရှိပြီးသော စာချုပ်မူကြမ်းအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံးနှင့် စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာနများသို့ ဒုတိယအကြိမ် ပေးပို့၍ (နောက်ဆက်တွဲ - ဂ) ပါအတိုင်း သဘောထားမှတ်ချက် ထပ်မံတောင်းခံခဲ့ပါသည်။

၄။ သက်ဆိုင်ရာဌာနများ၏ သဘောထားမှတ်ချက်များနှင့်အညီ စာချုပ်အား ပြန်လည်ပြင်ဆင်ပြီးပါက ပြည်ထောင်စုအစိုးရအဖွဲ့၊ စီးပွားရေးရာကော်မတီနှင့် ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော် ပြည်ထောင်စုအစိုးရအဖွဲ့သို့ ဆက်လက်တင်ပြ၍ လက်မှတ်ရေးထိုး ချုပ်ဆိုသွားမည်ဖြစ်ပါသည်။

၅။ သို့ဖြစ်ပါ၍ Consortium of Myanmar Chemical & Machinery Co., Ltd and POSCO International Corporation မှ ရွှေတောင် ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွင်း အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံအတွက် ဓာတ်အားဝယ်ယူရေး စာချုပ်ချုပ်ဆိုနိုင်ရေး ဆောင်ရွက်ထားရှိမှု အခြေအနေအား သိရှိနိုင်ပါရန် တင်ပြအပ်ပါသည်။

၁၆၊၁၊၂၀၁၉

သန်းနိုင်ဦး

ဦးဆောင်ညွှန်ကြားရေးမှူး

မိတ္တူကို -

ရုံးလက်ခံ/မျှော

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ ၂၅၈၀

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန ၂၄ . ၁၀ . ၁၉

4T/AVV/24110

စာအမှတ်၊ MOEE- ၂/(၇၅)/(င)(ရွှေတောင်)/(၃၉၊၅၅)/ ၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ အောက်တိုဘာလ ၂၂ ရက်

သို့

မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

အကြောင်းအရာ။ Consortium of Myanmar Chemical & Machinery Co., Ltd and POSCO International Corporation မှ ရွှေတောင်ဓာတ်အားပေးစက်ရုံစီမံကိန်းအတွင်း အကောင်အထည်ဖော်ဆောင်ရွက်မည့် ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရန် ကိစ္စနှင့်စပ်လျဉ်း၍ ထောက်ခံတင်ပြခြင်း

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ IPP/ BOT စနစ်ဖြင့်ရွှေတောင်ဓာတ်အားပေးစက်ရုံရှိ ဓာတ်ငွေ့တာဘိုင်စက်များအား စက်အသစ်များ အစားထိုး တည်ဆောက်ခြင်းလုပ်ငန်းအတွက် တင်ဒါခေါ်ဆိုရန် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၃/၂၀၁၄) ၏ ခွင့်ပြုချက်ဖြင့် ၂၀၁၄ ခုနှစ်တွင် တင်ဒါခေါ်ဆိုခဲ့ရာ Consortium of Myanmar Chemical & Machinery Co., Ltd. (MCM) and POSCO International Corporation (Posco) မှ တင်ဒါအောင်မြင်ခဲ့ပါသည်။

၂။ အဆိုပါစီမံကိန်းအတွက် လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် တင်ဒါအောင်မြင်သော Consortium of MCM and Posco ကုမ္ပဏီတို့အကြား ဓာတ်အားဝယ်ယူရေးသဘောတူ စာချုပ် ချုပ်ဆိုနိုင်ရေး လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်ခွင့်ပြုပါရန် ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပခဲ့သည့် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉)မှ ခွင့်ပြုခဲ့သဖြင့် သက်ဆိုင်ရာကုမ္ပဏီနှင့် နှစ်ဖက်သဘောတူညီပြီးဖြစ်သည့် စာချုပ်မူကြမ်းအား ပြည်ထောင်စုရှေ့နေချုပ်ရုံး၊ ပြည်ထောင်စုစာရင်းစစ်ချုပ်ရုံး၊ မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်၊ စီးပွားရေးနှင့်ကူးသန်းရောင်းဝယ်ရေးဝန်ကြီးဌာန၊ စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာနနှင့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်တို့သို့ သဘောထားမှတ်ချက်တောင်းခံထားပါသည်။

၃။ ထို့အပြင် အဆိုပါဓာတ်အားပေးစက်ရုံအား ၂၀၂၀ ခုနှစ်၊ နွေရာသီအမီဓာတ်အားထုတ်ပေးနိုင်ရေးစီမံကိန်း စတင်အကောင်အထည်ဖော်ဆောင်ရွက်နိုင်ရန် Consortium of MCM and Posco

ကုမ္ပဏီအဖွဲ့သို့ ၂၆-၈-၂၀၁၇ ရက်တွင် Letter of Acceptance ထုတ်ပေးခဲ့ပြီး ကုမ္ပဏီမှ စီမံကိန်းလုပ်ငန်းများစတင်ဆောင်ရွက်ခဲ့ပါသည်။

၄။ သို့ဖြစ်ပါ၍ Consortium of MCM and Posco ကုမ္ပဏီမှ ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွင်း လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရောင်းချရန်အတွက် လုပ်ထုံးလုပ်နည်းများနှင့်အညီ မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ လျှောက်ထားမှုအပေါ် လိုအပ်သလို ကူညီဆောင်ရွက်ပေးနိုင်ပါရန် ထောက်ခံတင်ပြအပ်ပါသည်။

ပူးတွဲလျက်။ Consortium of MCM and Posco ကုမ္ပဏီ၏ အဆိုပြုတင်ပြချက် (၁) အုပ်

ပြည့်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(တင်မောင်ဦး ၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

- လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

Myanmar Investment Commission

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်
အမှတ်(၁)၊ သစ္စာလမ်း၊ ရန်ကင်းမြို့နယ်၊ ရန်ကုန်မြို့
အဆိုပြုချက်စိစစ်ရေးအဖွဲ့

တယ်လီဖုန်း- ၉၅-၁-၆၅၈၁၃၀ | စာအမှတ်၊ မရက-၅(လ)/ခ-၁၀၁/၂၀၁၉(၅၂၅)
ဖက်(စ်) - ၉၅-၁-၆၅၈၁၄၂ | ရက်စွဲ၊ ၂၀၁၉ ခုနှစ် နိုဝင်ဘာလ ၁၄ ရက်

အကြောင်းအရာ။ မြန်မာနိုင်ငံသားရင်းနှီးမြှုပ်နှံမှုဖြင့် MCM Power Co., Ltd. မှ BOT စနစ်ဖြင့် ၇၀ မဂ္ဂါဝပ် သဘာဝဓာတ်ငွေ့သုံး ဓာတ်အားပေးစက်ရုံ တည်ဆောက်၍ လျှပ်စစ်ဓာတ်အား ထုတ်လုပ်ရောင်းချခြင်းလုပ်ငန်း ဆောင်ရွက်ခွင့်ပြုပါရန် အဆိုပြုချက် တင်ပြလာခြင်းကိစ္စ

ရည်ညွှန်းချက်။ MCM Power Co., Ltd. ၏ ၂၉-၁၀-၂၀၁၉ ရက်စွဲပါစာ

၁။ MCM Power Co., Ltd. ၏ ရည်ညွှန်းချက်ပါစာဖြင့် အဆိုပြုချက်တင်ပြလာခြင်းကို ၂၀၁၉ ခုနှစ် နိုဝင်ဘာလ ၄ ရက်နေ့တွင် ကျင်းပပြုလုပ်ခဲ့သည့် မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်၊ အဆိုပြုချက် စိစစ်ရေးအဖွဲ့၏ ၃၈/၂၀၁၉ ကြိမ်မြောက် အစည်းအဝေးသို့ တင်ပြဆွေးနွေးခဲ့ရာ အောက်ပါအတိုင်း ဆုံးဖြတ်ခဲ့ပါသည်-

(က) ပြည်ပမှ တင်သွင်းမည့် စက်ပစ္စည်းစာရင်း အသေးစိတ် ဖော်ပြရန်နှင့် HS Code များ ဖော်ပြရန်။

(ခ) တည်ဆောက်ရေးကာလပြင်ဆင်တင်ပြရန်။

(ဂ) စီမံကိန်းနှင့်စပ်လျဉ်းသည့် လျှပ်စစ်ဓာတ်အား ဝယ်ယူရေးသဘောတူစာချုပ် ချုပ်ဆိုမည့် နောက်ဆုံးအခြေအနေအား လျှပ်စစ်နှင့် စွမ်းအင်ဝန်ကြီးဌာနမှ တဆင့် တင်ပြရန်။

(ဃ) ရင်းနှီးမြှုပ်နှံမှုပုံစံပြန်လည်ပြင်ဆင်တင်ပြရန်။

၂။ သို့ဖြစ်ပါ၍ အထက်ပါအစည်းအဝေးဆုံးဖြတ်ချက်နှင့်အညီ ဆောင်ရွက်ပြီး ပြန်လည်တင်ပြပေးပါရန် အကြောင်းကြားပါသည်။

14/11/19

အဖွဲ့ခေါင်းဆောင်
(ဒေါက်တာမာလာမျိုးညွန့်၊ ဒုတိယညွှန်ကြားရေးမှူးချုပ်)

MCM Power Company Limited

မိတ္တူကို
ညွှန်ကြားရေးမှူးချုပ်၊ လျှပ်စစ်စွမ်းအားစီမံရေးဦးစီးဌာန
ဦးဆောင်ညွှန်ကြားရေးမှူး၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း
ရုံးလက်ခံ/မျှောစာတွဲ

Annexure:- G

MCM Power Company Limited

40 MW Shwe Taung Power Plant Site Pictures

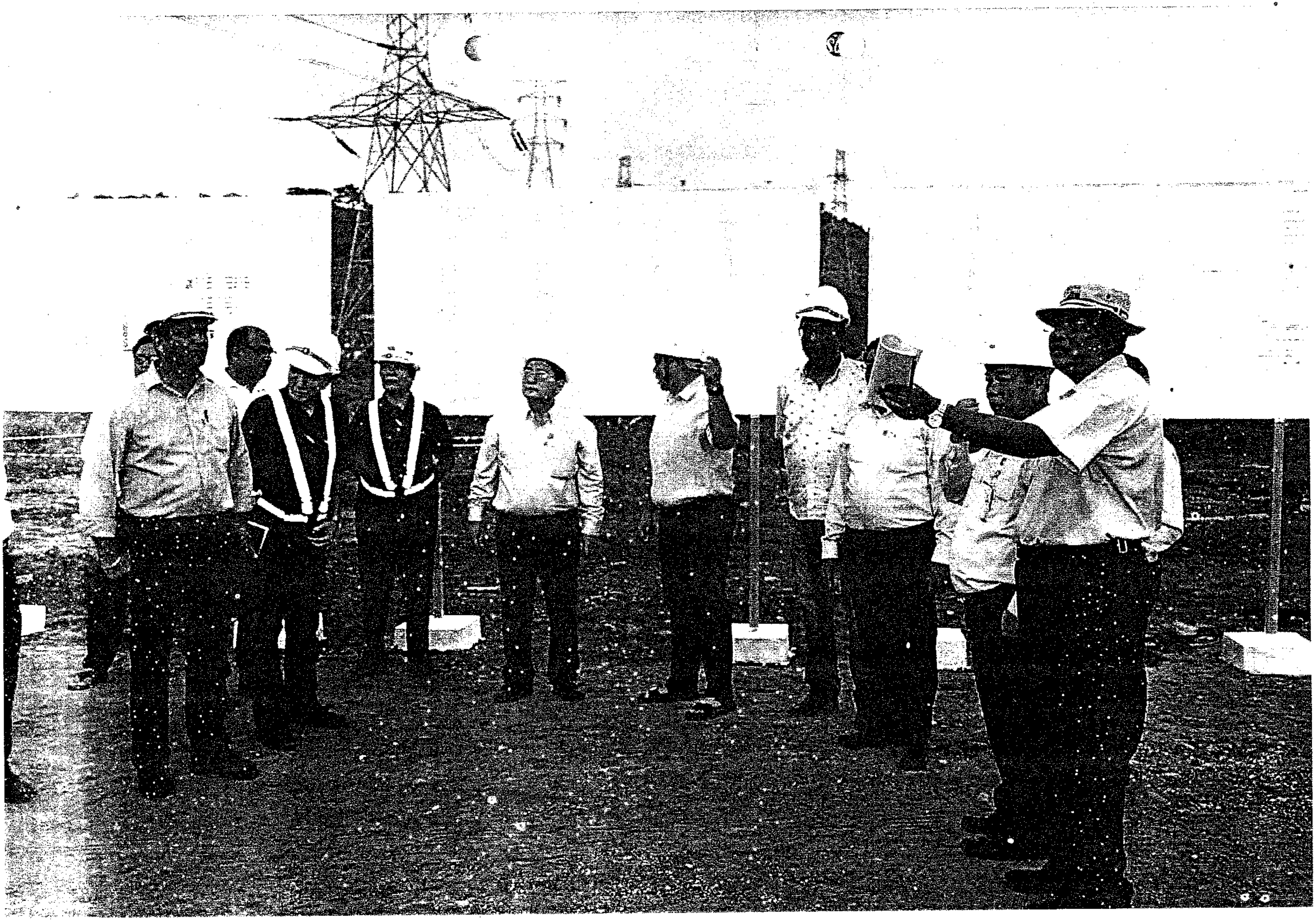
Ministry of Electricity and Energy,Myanmar

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန ဒုတိယဝန်ကြီး(လျှပ်စစ်) ဦး ခင်မောင်ဝင်း
မကွေးတိုင်းဒေသကြီးနှင့် ပဲခူးတိုင်းဒေသကြီးတို့ရှိ သဘာဝ...

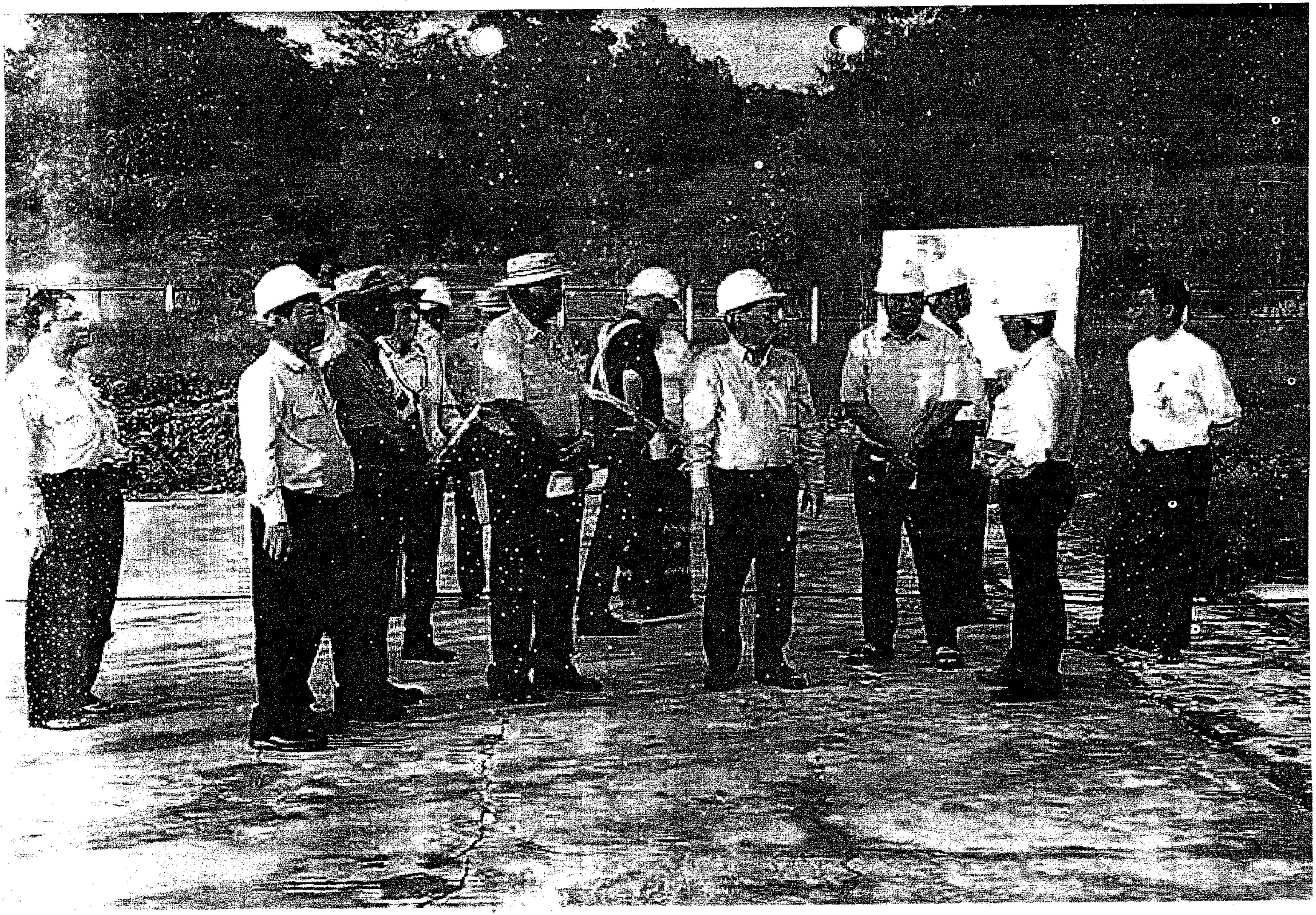


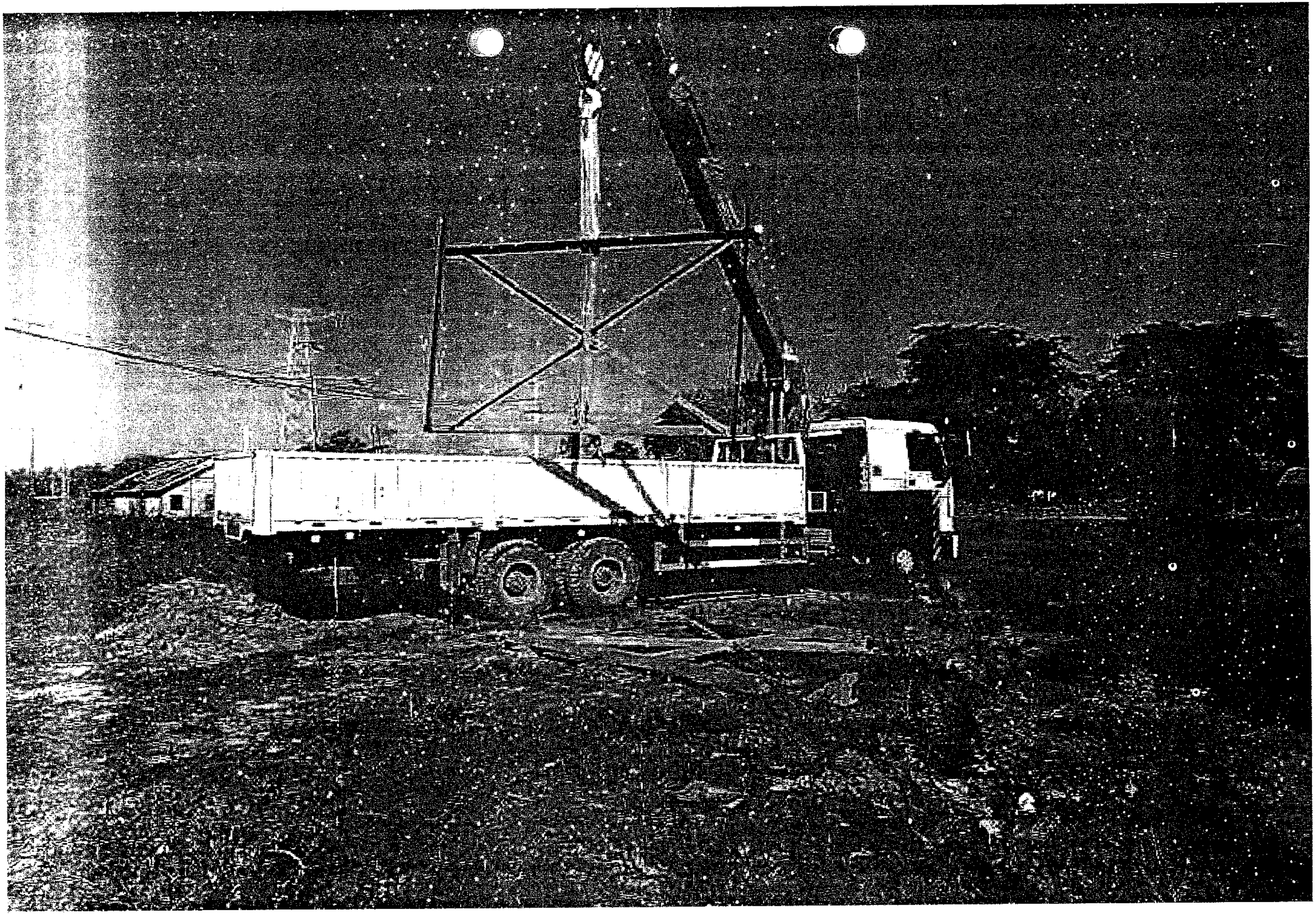


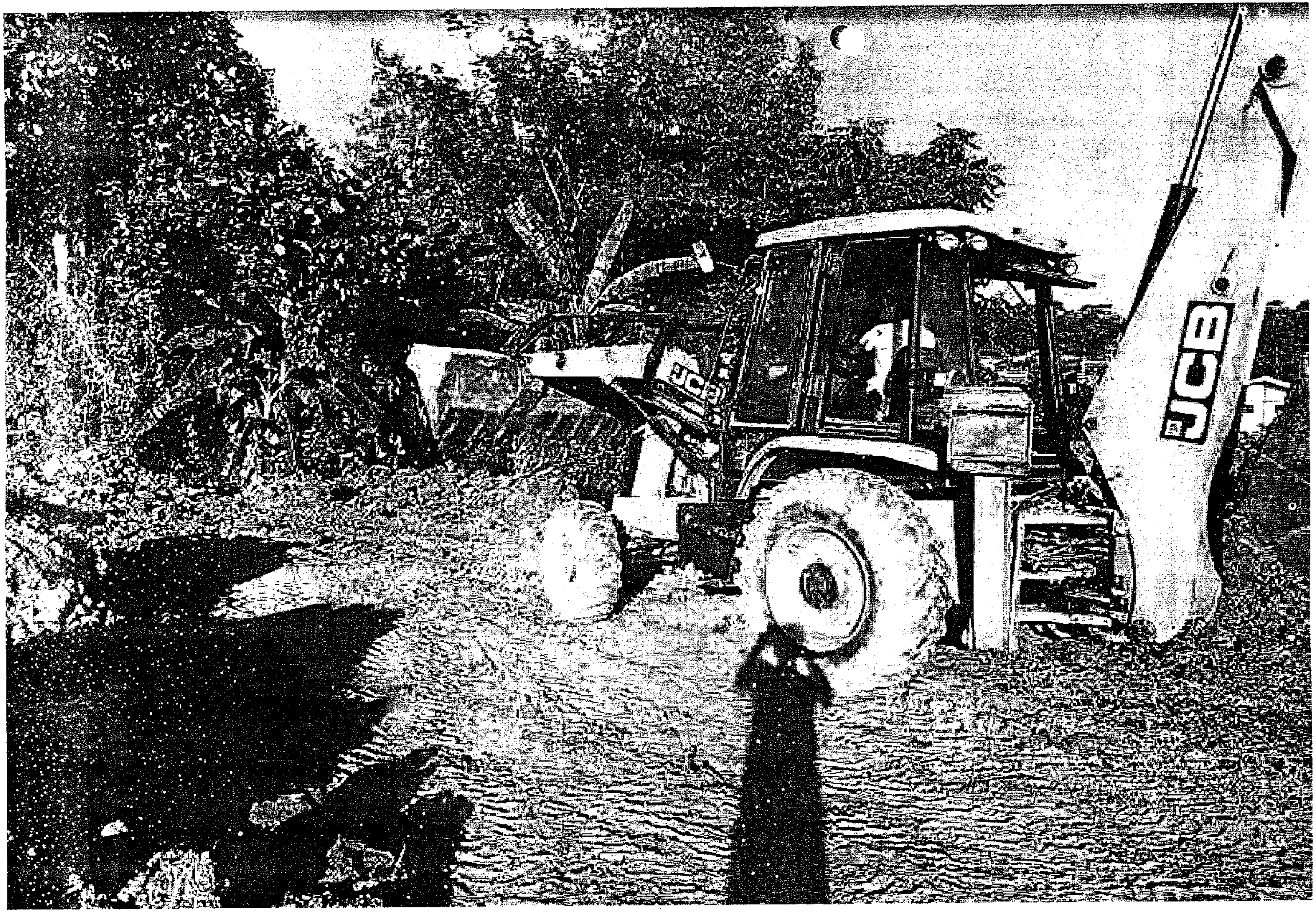


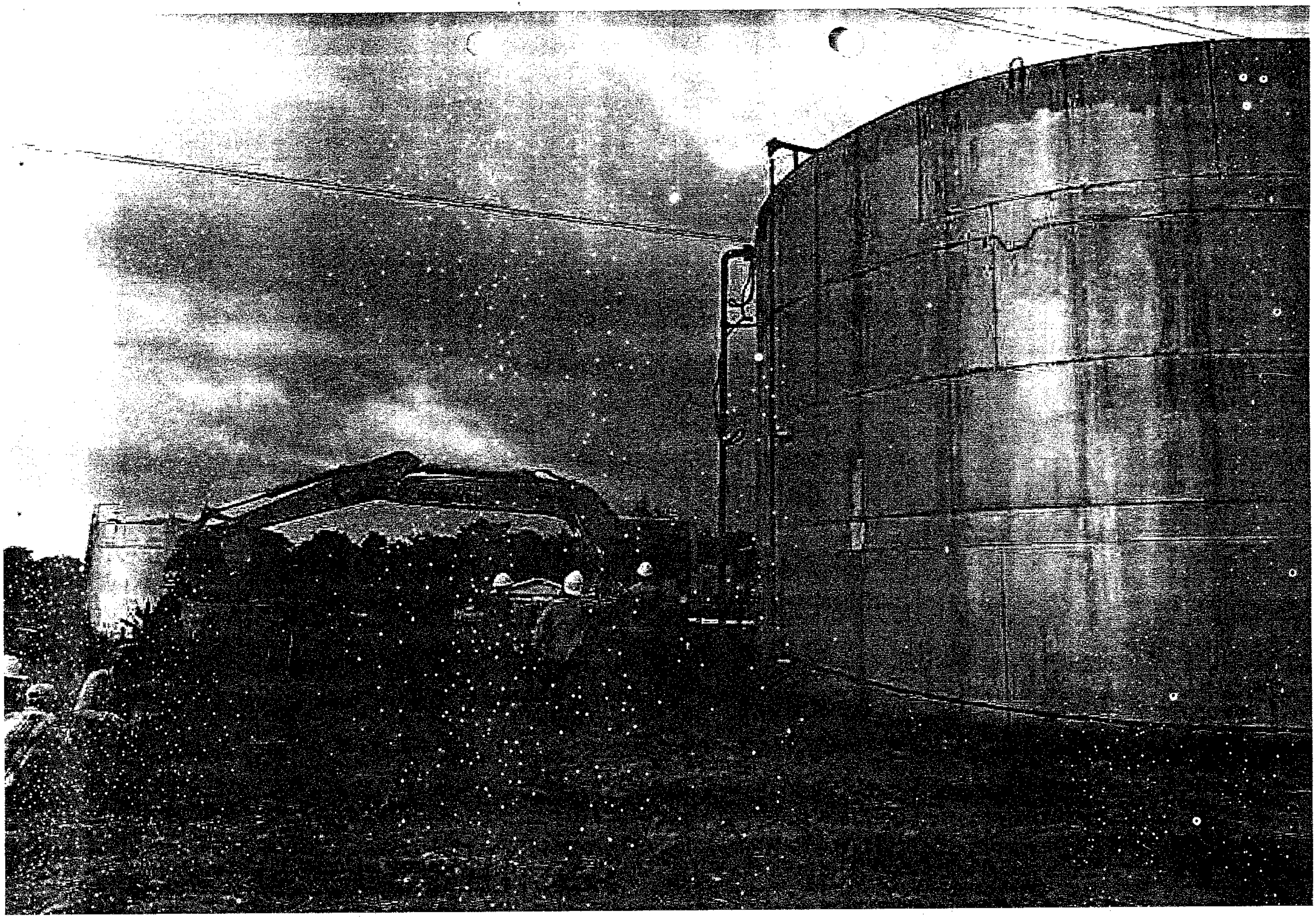


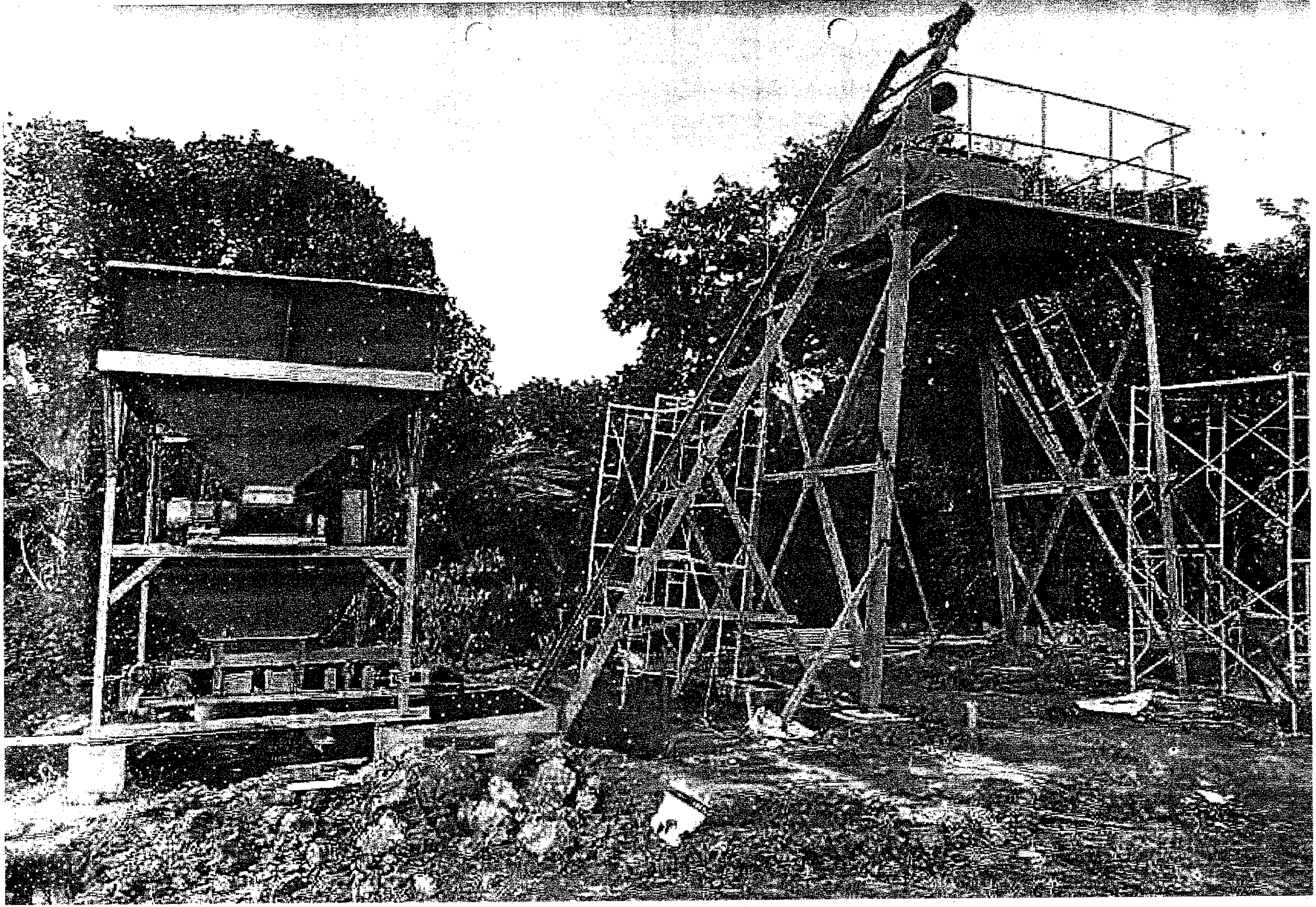


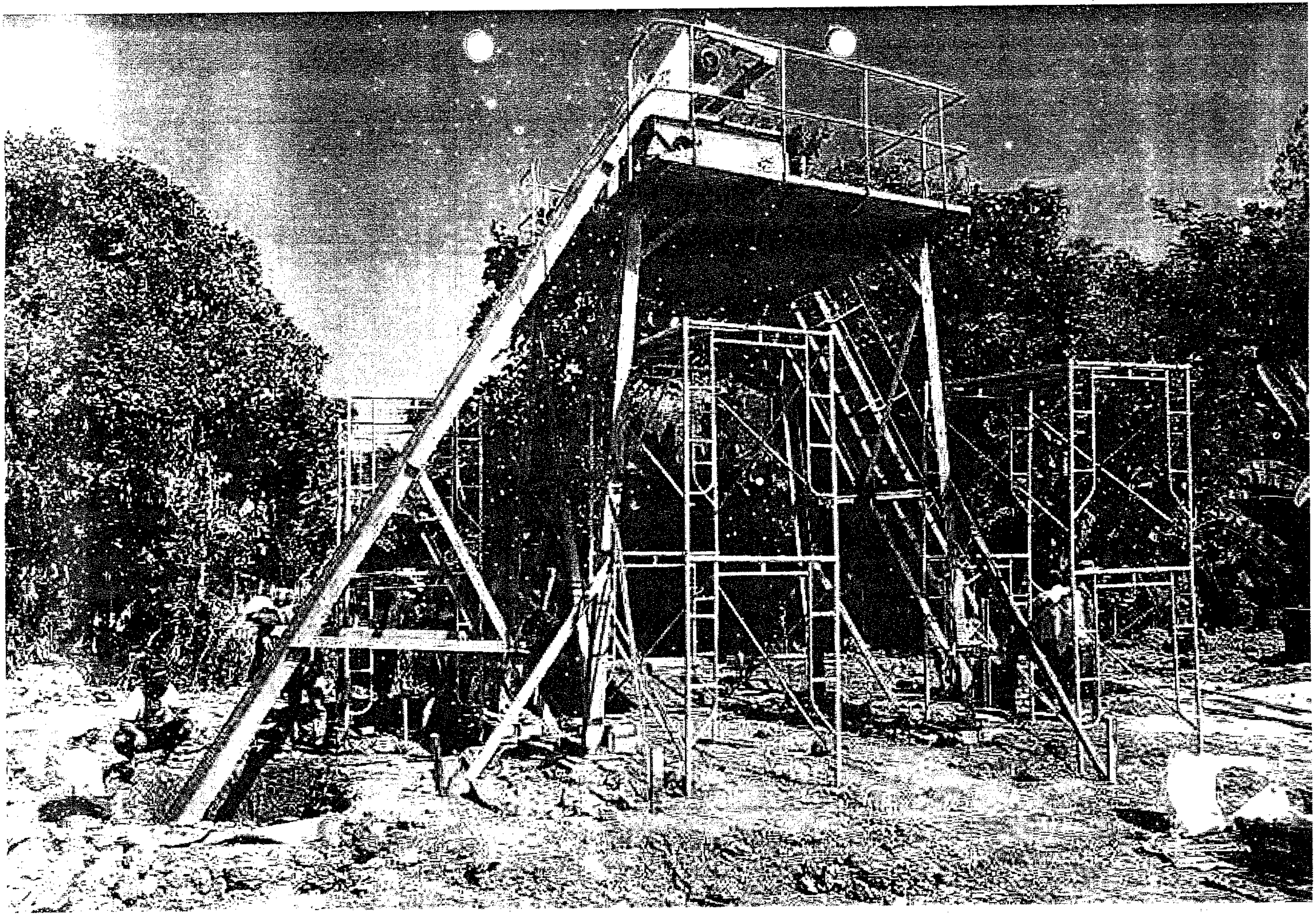





JCB
JCB







Annexure-1

ကုမ္ပဏီမှတ်ပုံတင်လက်မှတ်

Certificate of Incorporation

MCM POWER COMPANY LIMITED

Company Registration No. 121850982

မြန်မာနိုင်ငံကုမ္ပဏီများဥပဒေ၂၀၁၇ အရ

MCM POWER COMPANY LIMITED

အား ၂၀၁၉ ခုနှစ် ဩဂုတ်လ ၂၃ ရက်နေ့တွင်

အစုရှယ်ယာအားဖြင့် တာဝန်ကန့်သတ်ထားသည့် အများနှင့်မသက်ဆိုင်သောကုမ္ပဏီ

အဖြစ် ဖွဲ့စည်းမှတ်ပုံတင်ခွင့်ပြုလိုက်သည်။

This is to certify that

MCM POWER COMPANY LIMITED

was incorporated under the Myanmar Companies Law 2017 on 23 August 2019 as a Private Company Limited by Shares.

ကုမ္ပဏီမှတ်ပုံတင်အရာရှိ

Registrar of Companies

ရင်းနှီးမြှုပ်နှံမှုနှင့်ကုမ္ပဏီများညွှန်ကြားမှုဦးစီးဌာန

Directorate of Investment and Company Administration

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION (/en)

Myanmar Companies Online (MyCO)

English (/Corp/EntityProfile.aspx?id=50d28027-6ddf-4306-a5a3-e1dc606cc868&lang=en-US) | မြန်မာ (/Corp/EntityProfile.aspx?id=50d28027-6ddf-4306-a5a3-e1dc606cc868&lang=my-MM)

COMPANY PROFILE

+ NEW FILING | ORDER DOCUMENTS | PRINT CERTIFICATE

Company Name (English)
MCM POWER COMPANY LIMITED

Company Name (Myanmar)

Registration Number
121850982

Registration Date
23/08/2019

Company Type
Private Company Limited by Shares

Status
Registered

Foreign Company
No

Small Company
Yes

Annual Return Due Date
23/09/2020

Principal Activity
35 - Electricity, gas, steam and air conditioning supply

FILING HISTORY (../FormControls/#CompanyProfileTabFilingHistory)

ADDRESSES (../FormControls/#CompanyProfileTabDetails)

OFFICERS (../FormControls/#CompanyProfileTabDirectors)

SHAREHOLDINGS (../FormControls/#CompanyProfileTabShares)

COMPANY AUTHORITY (../FormControls/#CompanyProfileTabEntityAuthority)

MEMBERS (../FormControls/#CompanyProfileTabMembers)

DOCUMENTS (../FormControls/#CompanyProfileTabDocuments)

Type	Address	Effective Date
Principal Place Of Business In Union	Myanmar	23/08/2019
Registered Office In Union	THUKHAWADDY STREET, NO.20/21, (6) WARD, YANKIN TOWNSHIP, YANGON REGION, Myanmar	23/08/2019

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COMPANY AUTHORITY (../FormControls/#CompanyProfileTabEntityAuthority)

MEMBERS (../FormControls/#CompanyProfileTabMembers)

DOCUMENTS (../FormControls/#CompanyProfileTabDocuments)

Individual Members

Name	Nationality	N.R.C / Passport Number
DAW KHIN NWE MAR TUN	Myanmar	13/KATANA(N)002698
DAW NOE NOE SU AUNG	Myanmar	12/THAGAKA(N)185395
MR.JEONG HWAN PARK	Korea, Republic of	M30271072
U AUNG HLAING OO	Myanmar	12/LAMATA(N)025897

Corporate Members

Name	Registration Number	Jurisdiction Of Incorporation

0 0 0

DICA ADDRESS:
No. 1, Thitsar Road
Yankin Township, Yangon

PROUDLY SUPPORTED BY:

ADB | Japan Fund for Poverty Reduction | From the People of Japan

POWERED BY: Paradigm Apps

COMPANY AUTHORITY (../FormControls/#CompanyProfileTabEntityAuthority)

MEMBERS (../FormControls/#CompanyProfileTabMembers)

DOCUMENTS (../FormControls/#CompanyProfileTabDocuments)

Name	Type	Nationality	N.R.C. (For Myanmar Citizens)	Effective Date
DAW KHIN NWE MAR TUN	Director	Myanmar	13/KATANA(N)002698	23/08/2019
DAW NOE NOE SU AUNG	Director	Myanmar	12/THAGAKA(N)185395	23/08/2019
MR.JEONG HWAN PARK	Director	Korea, Republic of	M30271072	07/11/2019
U AUNG HLAING OO	Director	Myanmar	12/LAMATA(N)025897	07/11/2019

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DICA ADDRESS:
No. 1, Thitsar Road
Yankin Township, Yangon

PROUDLY SUPPORTED BY:

ADB

Japan Fund for Poverty Reduction

From the People of Japan

POWERED BY: Paradigm Apps

COMPANY AUTHORITY (../FormControls/#CompanyProfileTabEntityAuthority)

MEMBERS (../FormControls/#CompanyProfileTabMembers)

DOCUMENTS (../FormControls/#CompanyProfileTabDocuments)

Document No.	Form/Filing Type	Filing Date	Effective Date
14653440015	D-1 - Particulars of directors and secretary	07/11/2019	07/11/2019
14654100013	C-3 - Change to share capital or register of members	06/11/2019	07/11/2019
14253540010	AR - Annual Return	25/09/2019	25/09/2019
13957710012	A-1 - Application for incorporation as a private company limited by shares	23/08/2019	23/08/2019

() () ()

DICA ADDRESS:
No. 1, Thitsar Road
Yankin Township, Yangon

PROUDLY SUPPORTED BY:

ADB

Japan Fund for Poverty Reduction

From the People of Japan

POWERED BY: Paradigm Apps

COMPANY AUTHORITY (../FormControls/#CompanyProfileTabEntityAuthority)

MEMBERS (../FormControls/#CompanyProfileTabMembers)

DOCUMENTS (../FormControls/#CompanyProfileTabDocuments)

Account Number	Account Name	Status	Request Date	Authority Start Date	Au En
100152981 (/secured/ca/clientprofile.aspx?id=1001529)	Ngwe Inzaly Audit Firm	Active	22/08/2019	22/08/2019	
113805971 (/secured/ca/clientprofile.aspx?id=1138059)	MCM POWER COMPANY LIMITED	Active	26/08/2019	26/08/2019	

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DICA ADDRESS:
No. 1, Thitsar Road
Yankin Township, Yangon

PROUDLY SUPPORTED BY:

ADB

Japan Fund for Poverty Reduction

From the People of Japan

POWERED BY: Paradigm Apps

COMPANY AUTHORITY (../FormControls/#CompanyProfileTabEntityAuthority)

MEMBERS (../FormControls/#CompanyProfileTabMembers)

DOCUMENTS (../FormControls/#CompanyProfileTabDocuments)

Total Shares Issued by Company
2500
Currency of Share Capital
MMK

ULTIMATE HOLDING COMPANY

Company Name
Registration Number
Jurisdiction of Incorporation

SHARE CAPITAL STRUCTURE

Share Class	Class Title	Total No. Shares	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	2,500	250,000,000	0

() () ()

1 [illegible]

Annexure-4

DIRECTORATE OF INVESTMENT AND
COMPANY ADMINISTRATION

Myanmar Companies Online Registry - Company Extract

Company Name (English)
MCM POWER COMPANY LIMITED

Company Name (Myanmar)
-

Company Information

Registration Number	Registration Date	Status
121850982	23/08/2019	Registered
Company Type	**Foreign Company**	**Small Company**
Private Company Limited by Shares	No	Yes
Principal Activity	**Date of Last Annual Return**	**Previous Registration Number**
35 - Electricity, gas, steam and air conditioning supply	25/09/2019	-

Addresses

Registered Office In Union	THUKHAWADDY STREET,, NO.20/21, (6) WARD, YANKIN TOWNSHIP YANGON REGION, Myanmar

Officers

Name:	DAW KHIN NWE MAR TUN	Type:	Director
Date of Appointment:	23/08/2019	Date of Birth:	08/01/1977
Nationality:	Myanmar	N.R.C./Passport:	13/KATANA(N)002698
Gender:	Female	Business Occupation:	-
Name:	DAW NOE NOE SU AUNG	Type:	Director
Date of Appointment:	23/08/2019	Date of Birth:	16/01/1999
Nationality:	Myanmar	N.R.C./Passport:	12/THAGAKA(N)185395
Gender:	Female	Business Occupation:	-
Name:	MR.JEONG HWAN PARK	Type:	Director
Date of Appointment:	06/11/2019	Date of Birth:	24/05/1955
Nationality:	Korea, Republic of	N.R.C./Passport:	M30271072
Gender:	Male	Business Occupation:	-
Name:	U AUNG HLAING OO	Type:	Director
Date of Appointment:	06/11/2019	Date of Birth:	11/06/1977
Nationality:	Myanmar	N.R.C./Passport:	12/LAMATA(N)025897
Gender:	Male	Business Occupation:	-

Ultimate Holding Company

Name of Ultimate Holding Company	Jurisdiction of Incorporation	Registration Number
-	-	-

Myanmar Companies Online Registry - Company Extract

Company Name (English)
MCM POWER COMPANY LIMITED

Company Name (Myanmar)
-

Share Capital Structure

Total Shares Issued by Company
2,500

Currency of Share Capital
MMK

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	2,500	250,000,000.00	0.00

Members

Name:	DAW KHIN NWE MAR TUN		
Gender:	Female	Date of Birth:	08/01/1977
Nationality:	Myanmar	N.R.C./Passport:	13/KATANA(N)002698

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	500	50,000,000.00	0.00

Name:	DAW NOE NOE SU AUNG		
Gender:	Female	Date of Birth:	16/01/1999
Nationality:	Myanmar	N.R.C./Passport:	12/THAGAKA(N)185395

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	500	50,000,000.00	0.00

Name:	MR.JEONG HWAN PARK		
Gender:	Male	Date of Birth:	24/05/1955
Nationality:	Korea, Republic of	N.R.C./Passport:	M30271072

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
RD	Ordinary	250	25,000,000.00	0.00

Name:	U AUNG HLAING OO		
Gender:	Male	Date of Birth:	11/06/1977
Nationality:	Myanmar	N.R.C./Passport:	12/LAMATA(N)025897

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	1,250	125,000,000.00	0.00

Mortgages and Charges

Form / Filing Type	Effective Date

Myanmar Companies Online Registry - Company Extract

Company Name (English)
MCM POWER COMPANY LIMITED

Company Name (Myanmar)
-

No records available

Details about all mortgages and charges can be accessed from the Company Profile Filing History at no charge.

Filing History

Form / Filing Type	Effective Date
D-1 | Particulars of directors and secretary	07/11/2019
C-3 | Change to share capital or register of members	07/11/2019
AR | Annual Return	25/09/2019
1 | Application for incorporation as a private company limited by shares	23/08/2019

1B

Annexure-1B

국세청

www.nts.go.kr

사 업 자 등 록 증

(법인사업자)

등록번호 : 131-85-55320

법인명(단체명) : 주식회사 포스코대우

대 표 자 : 김영상

개 업 연 월 일 : 2015 년 01 월 26 일 법인등록번호 : 110111-2137358

사업장 소재지 : 인천광역시 연수구 컨벤시아대로 165, 1층(송도동, 니트타워 제1호)

본 점 소 재 지 : 서울특별시 중구 통일로 10(남대문로5가)

사업의 종류 : 업태 도소매 종목 무역
서비스 수출주선,대행,알선
부동산 임대

발 급 사 유 : 정정

NATIONAL TAX SERVICE REPUBLIC OF KOREA NTS 국세청

사업자 단위 과세 적용사업자 여부 : 여 ( ) 부 (V)

전자세금계산서 전용 전자우편주소 : daewoo13@hometax.go.kr

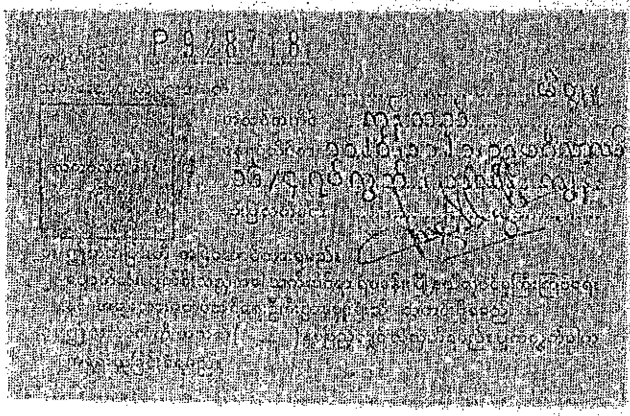
2016 년 03 월 18 일

남 인 천 세 무 서 장

국세청

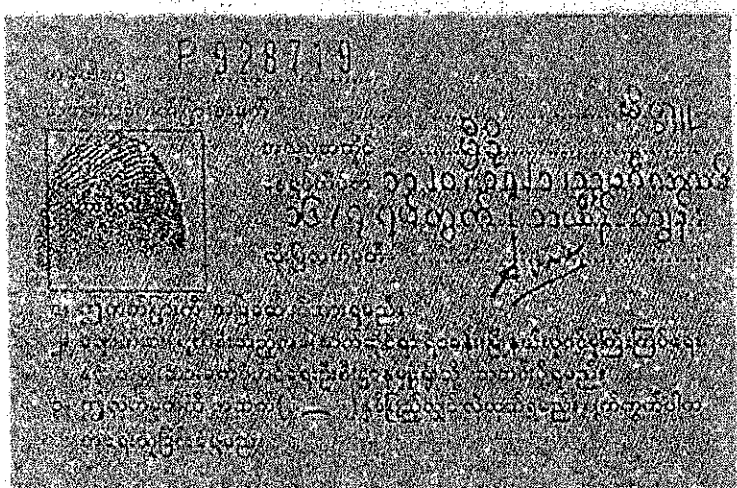
Annexure-2



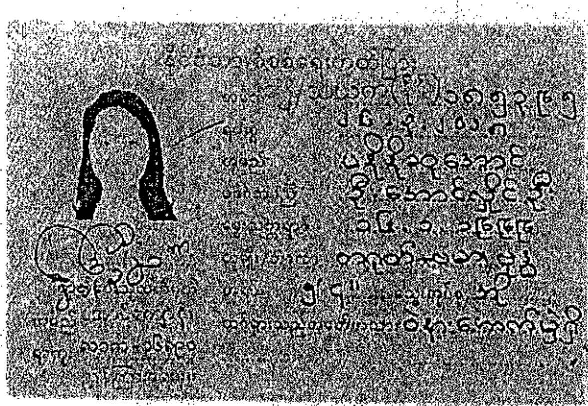


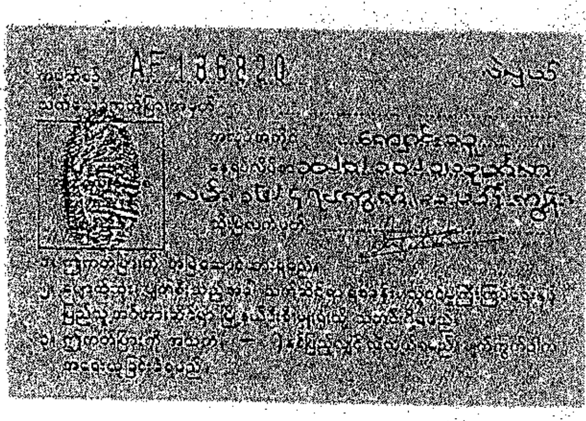
Annexure- 2A





Annexure-2B





· Annexure-2C

이 여권은 별도의 기재가 없는 한 모든 국가에서 유효함.	*This passport is valid for all countries unless otherwise endorsed.*

귀하의 안전을 위하여 해외여행 전 외교부 해외안전여행 홈페이지 (http://www.0404.go.kr)를 방문하여 방문 대상국의 여행경보단계를 반드시 확인하시기 바랍니다. 여행금지국가를 허가없이 방문하시는 경우 여권법에 의해 처벌받게 됩니다.

소지인의 서명
Signature of bearer

대 한 민 국 REPUBLIC OF KOREA

여권 PASSPORT



종류/Type: PM
발행국/Issuing country: KOR
여권번호/Passport No.: M30271072
성/Surname: PARK
이름/Given names: JEONG HWAN
국적/Nationality: REPUBLIC OF KOREA
생년월일/Date of birth: 24 MAY 1955
주민등록번호/Personal No.: 1053116
성별/Sex: M
발급일/Date of issue: 28 NOV 2017
발행관청/Authority: MINISTRY OF FOREIGN AFFAIRS
기간만료일/Date of expiry: 28 NOV 2027
한글성명: 박정환

PMKORPARK<<JEONG<HWAN<<<<<<<<<<<<<<<<<<<<<<<<
M302710722KOR5505245M2711287105311 6V19943820

Annexure-3

KANBAWZA BANK (stamp) TGKN (1)

KANBAWZA BANK
THINGANGYUN BRANCH
NO-23,TOSTA TOWER,
THINGANGYUN TOWNSHIP.
Ph: (01)573450,573457

Date : 04 September, 2019

ACCOUNT NO. : 027103027034383O1 (MMK)
NAME : MYANMAR CHEMICAL & MACHINERY CO,LTD
NRC : 12/LAMATA(N)025897, 13/KATANA(N)002698,
ADDRESS : NO(1120-1121),THUMINGALAR RD, , 16-4 QTR,TGKN,

PHONE : , 1562020.01562021

Statement Of Transaction For The Date Between 01/01/2018 and 03/09/2019

Tran Date	Val Date	Description	Debit	Credit	Balance
01/01/2018	01/01/2018	Opening Balance - -			129,598,850.00
29/01/2018	29/01/2018	By Cash - Deposit Cash transaction - -		605,700.00	130,204,550.00
29/03/2018	29/03/2018	By Cash - Deposit Cash transaction - -		10,000,000.00	140,204,550.00
03/04/2018	03/04/2018	To Cash - Cheque Withdrawal by Cash 20000006 NANG HTWE KHAN - -	40,000,000.00		100,204,550.00
03/04/2018	03/04/2018	To Cash - Cheque Withdrawal by Cash 20000004 - -	20,000,000.00		80,204,550.00
04/04/2018	04/04/2018	To Cash - Cheque Withdrawal by Cash 20000005 - -	35,000,000.00		45,204,550.00
18/07/2018	16/07/2018	By Cash - Deposit Cash transaction U ZIN LIN HTIKE/021 - -		14,007,500.00	59,212,050.00
15/10/2018	15/10/2018	By Cash - Deposit Cash transaction 329-CHIT KO KO MG,09789368012 - -		35,000,000.00	94,212,050.00
03/09/2019	03/09/2019	Closing Balance			94,212,050.00
No. of Debit		: 3	Debit Total	95,000,000.00	
No. of Credit		: 4	Credit Total		59,613,200.00

Thank You For Banking With THINGANGYUN BRANCH

Please report any discrepancies found on your statement immediately.
N.B – Statement will not be sent unless there is a change of transaction.

Asst: / DY Manager

Assistant Manager
Kanbawza Bank Ltd.
Thingangyun Branch

Annexure-3A

DICA DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

Myanmar Companies Online Registry - Company Extract

Company Name (English)
MYANMAR CHEMICAL & MACHINERY COMPANY LIMITED

Company Name (Myanmar)
မြန်မာ ဓာတုဗေဒနှင့် စက်ပစ္စည်း ကုမ္ပဏီ လီမိတက်

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	510	5,100,000.00	0.00

Members

Name: AUNG HLAING OO
Gender: Male
Date of Birth: 11/06/1977
Nationality: Myanmar
N.R.C./Passport: 12/LAMATA(N)025897

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	250	2,500,000.00	0.00

Name: NOE NOE SU AUNG
Gender: Female
Date of Birth: 16/01/1999
Nationality: Myanmar
N.R.C./Passport: 12/THAGAKA(N)185395

Class	Description	Total Number	Total Amount Paid	Total Amount Unpaid
ORD	Ordinary	260	2,600,000.00	0.00

Mortgages and Charges

Form / Filing Type	Effective Date
H-1 | Registration of mortgage or charge	30/10/2018

Details about all mortgages and charges can be accessed from the Company Profile Filing History at no charge.

Filing History

Form / Filing Type	Effective Date
C-4 | Notice of change of registered office or principal place of business	26/12/2018
C-4 | Notice of change of registered office or principal place of business	20/12/2018
H-1 | Registration of mortgage or charge	30/10/2018
B-1 | Application for re-registration of a private company limited by shares	10/08/2018

DIRECTORATE OF INVESTMENT AND COMPANY ADMINISTRATION

Myanmar Companies Online Registry - Company Extract

Company Name (English)
MYANMAR CHEMICAL & MACHINERY COMPANY LIMITED

Company Name (Myanmar)
မြန်မာ ဓာတုဗေဒနှင့် စက်ပစ္စည်း ကုမ္ပဏီ လီမိတက်

Company Information

Registration Number	Registration Date	Status
100220040	02/10/2001	Registered
Company Type	**Foreign Company**	**Small Company**
Private Company Limited by Shares	No	No
Principal Activity	**Date of Last Annual Return**	**Previous Registration Number**
-	-	668/2001-2002

Addresses

Principal Place Of Business In Union	NO.(566/KA), YAZAHTARNI ROAD, PAUNG LAUNG (2) QUARTER, PYINMANA TOWNSHIP NAYPYITAW, Myanmar
Registered Office In Union	CORNER OF PYAY ROAD & PARAMI ROAD,, NO.2, (7) MILE HILL, MG WEIK HOUSING, MAYANGONE TOWNSHIP YANGON REGION, Myanmar

Officers

Name:	AUNG HLAING OO	Type:	Director
Date of Appointment:	N/A	Date of Birth:	11/06/1977
Nationality:	Myanmar	N.R.C./Passport:	12/LAMATA(N)025897
Gender:	Male	Business Occupation:	-
Name:	NOE NOE SU AUNG	Type:	Director
Date of Appointment:	N/A	Date of Birth:	16/01/1999
Nationality:	Myanmar	N.R.C./Passport:	12/THAGAKA(N)185395
Gender:	Female	Business Occupation:	-

Ultimate Holding Company

Name of Ultimate Holding Company	Jurisdiction of Incorporation	Registration Number
-	-	-

Share Capital Structure

Total Shares Issued by Company	Currency of Share Capital
510	MMK

posco
INTERNATIONAL

MCM

Annexure-4

Memorandum of Understanding / Joint Venture Agreement

This memorandum of understanding and/or joint venture agreement (herein afterwards referred to as **"This Agreement"**), made and entered into as of this 28th day of Aug 2019, by and between: **Myanmar Chemical & Machinery Company Limited (MCM),** a company registered office at No.2, Seven Mile Hills, Pyay Road, Mayangone Township, Yangon (Myanmar).

And

Posco International Corporation Ltd. (PICL) a company office at 56, RM 301, Kaba Aye Pagoda Road, Mahar Land Business Center, Yankin Township, Yangon (Myanmar) (herein afterwards called collectively as **"Joint Ventures (JV)"**).

The parties agree as follows:-

Article -1: Purpose of this Memorandum of Understanding / Joint Venture Agreement:

Myanmar Chemical & Machinery Co., Ltd. (MCM) and Pasco International Corporation Limited (PICL) have been received LOA for the Shwe Taung 70 MW IPP Power Project proceeded by Electric Power Generation Enterprise of Myanmar (EPGE).

MCM and PICL are willing to implement the Project as per LOA terms and conditions.

Article -2: General Provisions:

MCM and PICL hereby agree to implement Shwe Taung 70 MW Power Project together in JV.

This 70 MW project develop thru a joint venture (JV) company. MCM already make one special purpose company (SPC) for this project. The new SPC name is **MCM Power Company Limited (MPCL).** MCM and PICL agree to develop the Project in MCM Power Company Limited (MPCL).

PICL appoint Mr. Jeong Hwan Park as Director for SPC. MCM already appoint 3 Directors.

MCM and PICL agreed appoint Mr. D.K.Pareek as Project Director for developing 70 MW power project. Project Director take lead role in JV Company.

Article -3: Meetings and Reporting:

To accomplish these objectives, the Joint Ventures will meet and liaise at least once a month or whenever the need arises for the purposes of business planning, monitoring and evaluating outcomes. Decisions at the meeting will be decided by mutual.

Article -4: Funding and Financial Responsibilities Including Expenses:

Each party shall meet their own funding, financial responsibilities including business expenses and shall be indemnified via profit sharing after commissioning the Plant. In exceptional circumstances will business expenses be deducted from the profit sharing proceeds and this shall normally be discussed before being considered.

Equity Participation:-

MCM and PICL will developed the Project in special purpose company (SPC), MCM Power Company Limited. The equity participation of each party in the JV and SPC (Equity Participation) will be finalized after signing of Power Purchase Agreement.

MCM take lead role developing this project.

Financing:-

Equity funding: - Any equity funding required for the Project shall be provided by MCM and PICL on a several but not joint basis in proportion to each party's Equity Participation.

Debt financing: - MCM will use the best endeavor to arrange 65% of the entire debt amount and, PICL shall do their utmost support for MCM's such activity. MCM and PICL shall do their best to arrange the non-recourse or the limited-recourse financing to arrange such 65% of the entire debt.

MCM and PICL will endeavor to achieve the optimal financing terms including maximization of debt to equity ratio. (Anticipated to be approximately debt 65% and equity 35%).

Article -5: EPC Arrangement and Advisory

MCM and PICL agreed that MPCL will have the right to select the EPC Company for the Project or select an EPC contractor, negotiate and agree with it upon terms and conditions in connection with the Project.

MCM and PICL agreed that MPCL will lead to select external advisories and consultants to prepare the bidding and the related costs and expenses shall be shared by parties in proportion to their Equity Participation.

Article -6: Indemnification of Joint Ventures:

The parties to this Agreement shall have no liability to the other for any loss suffered which arises out of any action or inaction if, in good faith, it is determined that such course of conduct was in the best interest of the Joint Venture and that such course of conduct did not constitute negligence or misconduct. The parties to this Agreement shall each be indemnified by the other against losses, judgments, liabilities, expenses, and amounts paid in settlement of any claims sustained by it in connection with this Joint Venture.

Article 7: Duration and Dissolution:

This Memorandum and/or Joint Venture Agreement is at-will and may be modified with the mutual consent of the authorized individuals of MCM and PICL. And once signed by authorized officials of both parties, this Memorandum and/or Joint Venture Agreement will come in effect and will remain in force until detailed JV agreement not signed. After signing the detailed JV agreement it shall automatically dissolve unless the two parties decide otherwise.

Article 8: Miscellaneous Provisions:

a. **Applicable Law and Venue of Dispute Resolutions**: This Agreement shall be construed and enforced under the laws of the Republic of Myanmar,

b. **Integrated Agreement**: This Agreement constitutes the entire understanding and agreement among the parties hereto with respect to the subject matter hereof, and there are no other agreements, understandings, restrictions or warranties among the parties other than those set forth herein provided for;

c. **Headings**: The headings, titles and subtitles used in this Agreement are for ease of reference only and shall not control or affect the meaning or construction of any provision hereof,

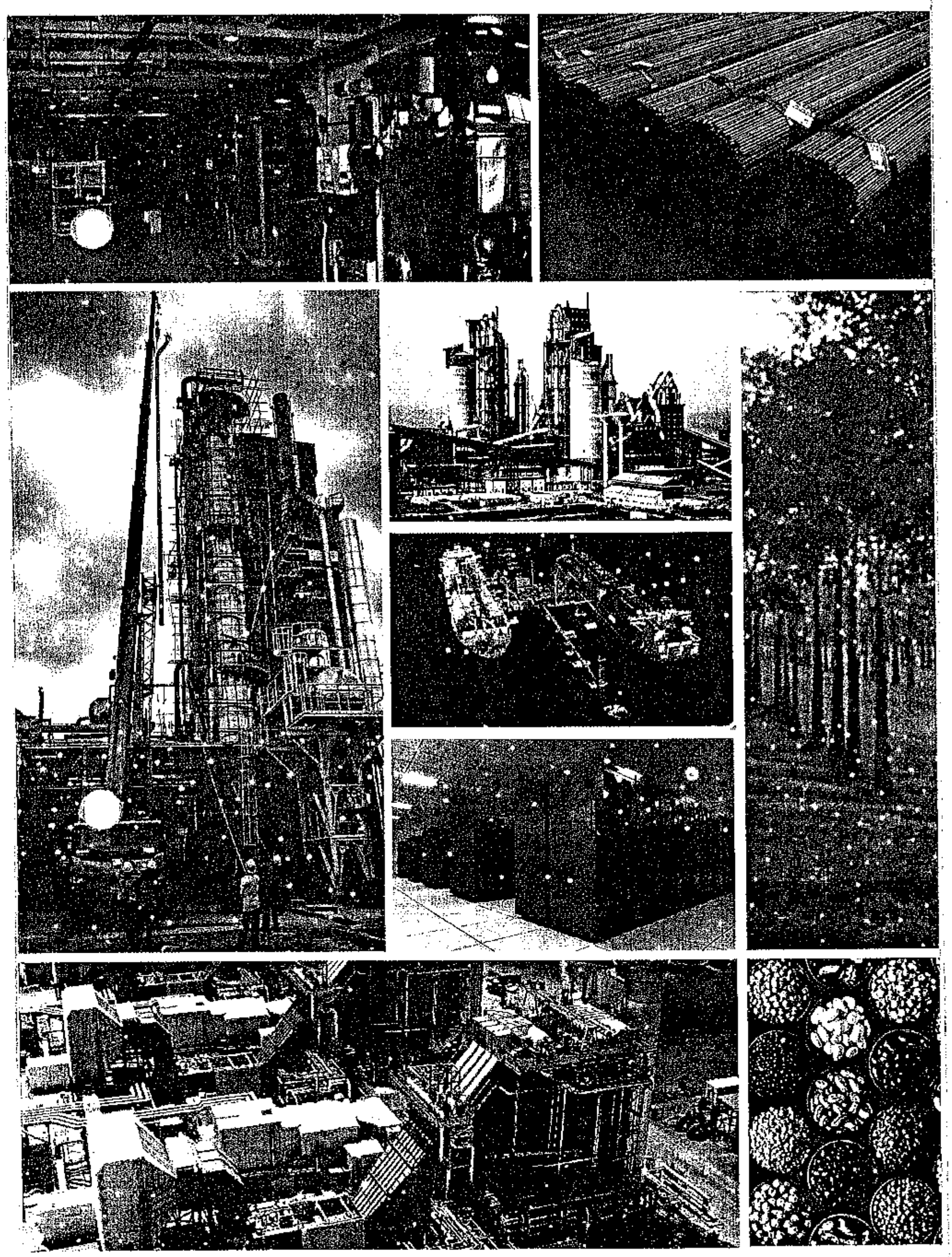
d. **Notices**: Except as may be otherwise specifically provided in this Agreement, all notices required or permitted hereunder shall be in writing and shall be deemed to be delivered or registered mail, phone and/or electronic mail such as email and addressed to the parties at their respective addresses set forth in this Agreement or at such other addresses as may be subsequently specified by written notice and/or verbal communication via telephone,

e. **Other Instruments**: The parties hereto covenant and agree that they will execute each such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this very Agreement,

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

For on behalf of	For and on behalf of
Myanmar Chemical & Machinery Co. Ltd.	Posco International Corporation Ltd.
By : ____________________	By : ____________________
Name : Aung Hlaing Oo	Name : Kim, Hyun-su
Title : Managing Director	Title : Vice President

MCM GROUP



MYANMAR CHEMICAL & MACHINERY
COMPANY LIMITED

THE MCM GROUP HISTORY

The MCM group has been promoted in the year 2001, by Mr. Aung Hlaing Oo. The first company known as Myanmar Chemical & Machinery Company Limited, dealt in Steel and commodity trading. Starting with a small turnover (less then One million USD), the group has grown phenomenally, Myanmar Chemical & Machinery Co., Ltd. widely known as MCM GROUP. MCM today is one of the Largest and established business house in Myanmar.

Our Objects are:-

- **A Pioneering Spirit.**
- **A Clear Vision of Future.**
- **A Commitment to Achievement.**

To provide products, systems and services with state-of-art technology, at an affordable price and shortest delivery by thru global outsourcing and economic buying.

To execute projects without time and cost overrun with excellent project management methods and supply chain management techniques.

MAJOR THRUST AREAS

MCM Group are the architect of a diverse and endearing network of partners, built on values, trust and loyalty. In our chosen market, MCM is a symbol of client satisfaction, professionalism, superior quality and innovation. All in all, we are committed to being a responsible global player that adds value and consistently exceeds expectations.

Growth continued in following major thrust areas viz :

1. Import of Steel Billets, Steel Scrap, Long Products & Other Steel Products
2. Import of Water treatment Equipments and Chemicals
3. Supply of Heavy Machineries and Equipments for Heavy Industries
4. Import and Supply Refined Palm Oil, Milk Products & Food Products
5. Export of Rice, Beans & Pulses
6. Production of Cement
7. Rubber Plantation in Myanmar (Largest in Myanmar)
8. Commercial, Industrial and Institutional Buildings Construction
9. Supply of Truck Assembly Line
10. Import Bus & Trucks Supply
11. Solution Provider for Oil & Gas Exploration and Development
12. Power Generation
13. Mechanical, Electrical & Automation Engineering Works

LIST OF MCM GROUP COMPANIES

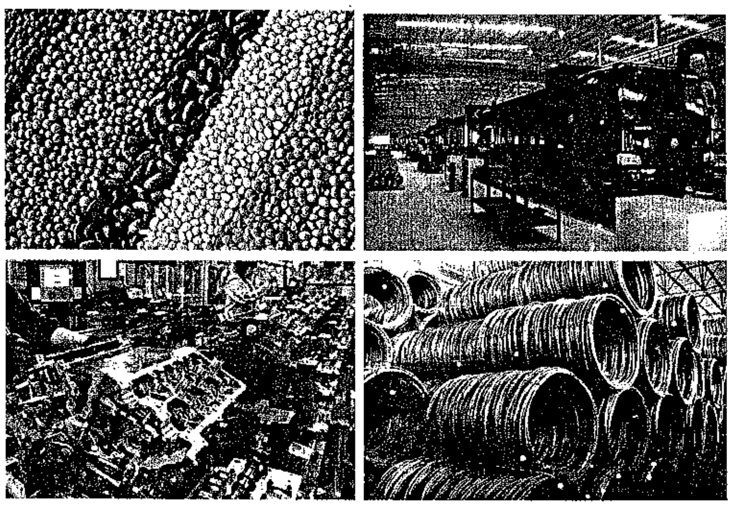
- MYANMAR CHEMICAL & MACHINERY COMPANY LIMITED
- MCM ENERGY COMPANY LIMITED
- MYANMAR CEMENT & MINERAL PRODUCTION COMPANY LIMITED
- MYANMAR FOREVER CONSTRUCTION COMPANY LIMITED
- PERPETUAL POWER SOLUTION COMPANY LIMITED
- UNITED MEGA AUTOMOBILE COMPANY LIMITED
- MCM RUBBER COMPANY LIMITED
- MYANMAR NWE FOOD & BEVERAGES COMPANY LIMITED
- MCM PACIFIC PTE LIMITED - SINGAPORE

MYANMAR CHEMICAL & MACHINERY CO., LTD.

It is the flagship company of the MCM Group and involve in following major products trading

STEEL :-MCM is one of the top five companies in Myanmar dealing in Iron and Steel. In its 15 years of successful operations it has become one of the leading Trading Houses in the Global market of diverse range of Cold rolled coil/sheets, Galvanized steel coil/sheet, Pre-painted coil/sheet, TMT bar, Wire rod, Rolled steel structures, Steel scrap and Steel Billets.

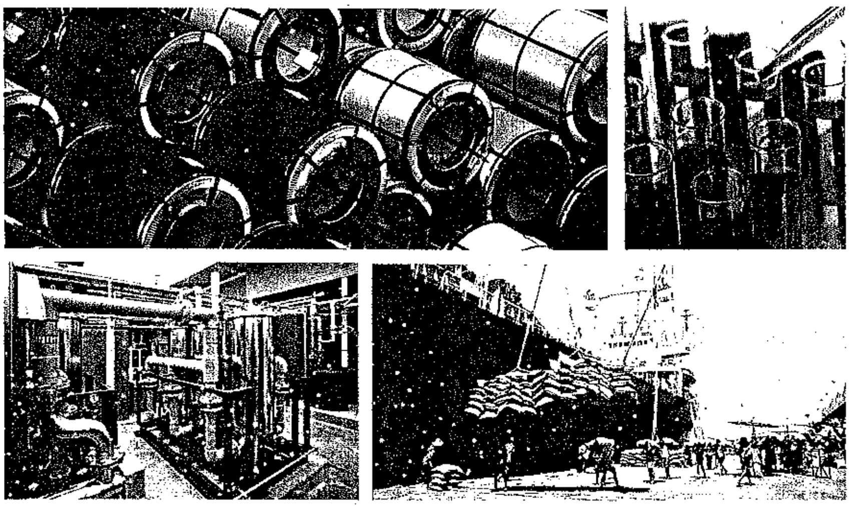
COMMODITIES :- MCM exporting Rice, Pulses, Beans, Lentils, and other Agricultural Products.



PLANT AND MACHINERY:- We have received an order (year 2011) from Govt. of Myanmar, for putting up Truck Assembly Plant. Capacity of plant is 4000 Trucks per annum. This project is commissioned and start production.

We have received an order (year 2013) from Ministry of Industries - Myanmar, for putting up Truck Assembly Plant (USD 22.22 Million). Capacity of plant is 3000 Trucks per annum. This project is commissioned and start production.

TREATMENT PLANT AND CHEMICAL:- Import of all kind of Industrial Water treatments Equipment's and to Industries, Govt. department and Local market.



MCM ENERGY CO., LTD.

MCM Energy Company Limited (MCME) is integrated oil and gas company specializing in oil and gas engineering and construction, oilfield technology services and equipment supplying to MOGE/MOE and private market.

MCME is also thriving and endeavoring in the fields of Coal Based, Gas Based, Nuclear Based and Renewable Energy Power Generation Sectors in order to accelerate the social and economic development of our country.

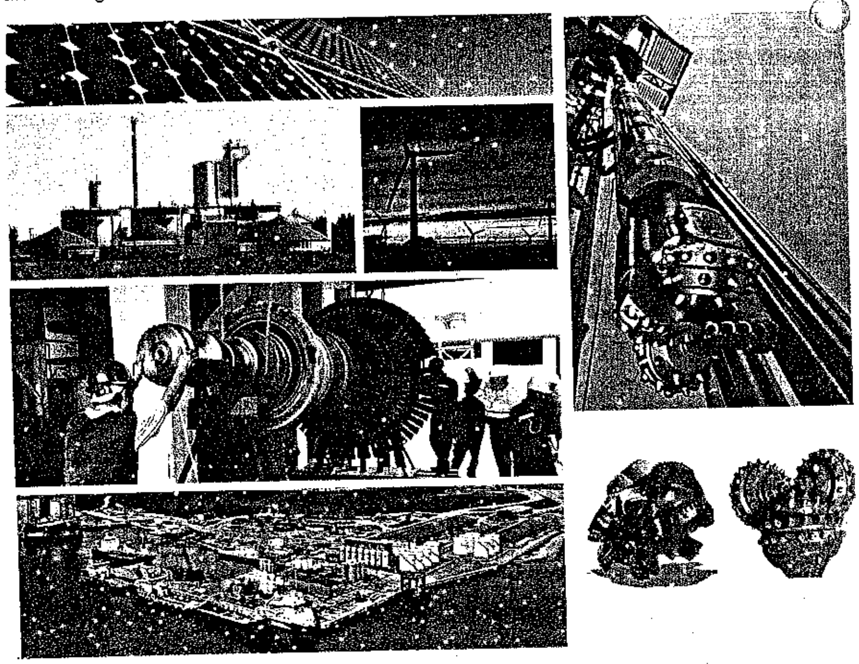
COAL BASED POWER PROJECT:- In order to bridge the gap between demand and availability of electric power in Myanmar and also to meet shortage of power in western region. MCME is studying for feasibility to set up a 1320 MW (2x660) capacity coal fired super critical thermal power plant at Aledwein- Village, Kyauk Phyu Township, Rakhine State (Myanmar).

LNG TERMINAL PROJECT:- Importing LNG and distribution of Natural Gas to mainland Myanmar, SEZ (Kyauk Phyu) and Gas Based Power Generation Plant (Aledwein Village, Kyauk Phyu Township, Rakhine State (Myanmar).

GAS BASED POWER GENERATION PROJECT:- Construction and Operation of CCGT plant standing with 100 MW capacity to give Electric Power to Rakhine State.

RENEWABLE ENERGY PROJECTS:-MCME has made a strategic diversification by making a modest entry into a "GREEN ENERGY BUSINESS". We are planning to set up about 70 MW Capacity Renewable Energy based power plants (PV Solar + Biomass + Wind) and will be taking part in the clean energy sector.

LOGISTICS SUPPLY BASE PORT PROJECT:- MCME is making prefeasibility works to construct and operate a well designed Logistics Supply Base including deep sea port jetty facility at the Made Island Kyauk Phyu Township, Rakhine State, on the land area of (180) acres. It is in the heart of Rakhine State's future offshore and onshore oil and gas exploration, construction and production industries. Within the vicinity of the Base are Jetty for loading and unloading of cargo, delivery of fuel, water, drilling mud and cement, warehouse and open storage space, cargo handling services, resulting in efficient operations and saving time and money for users of the Base.

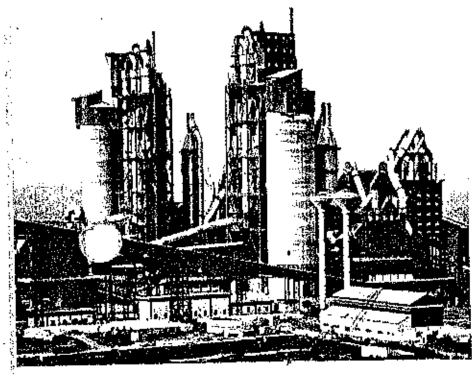


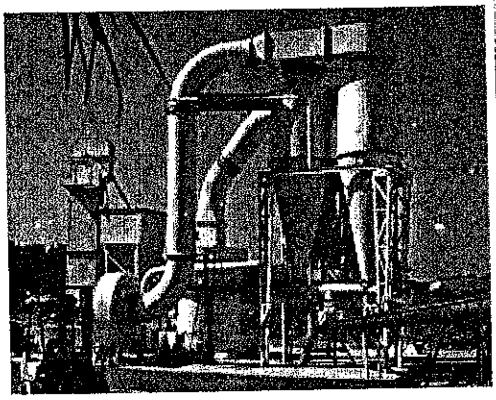
MYANMAR CEMENT & MINERAL PRODUCTION CO., LTD.

Myanmar Cement & Mineral Production Company Limited (MCMP) will develop construction and operation of 2 x 5000 tpd cement plants in Karen State.

MCMP will develop One Million ton Cement clinker grinding plant in Yangon Division.

Marketing and Distribution of cement products.

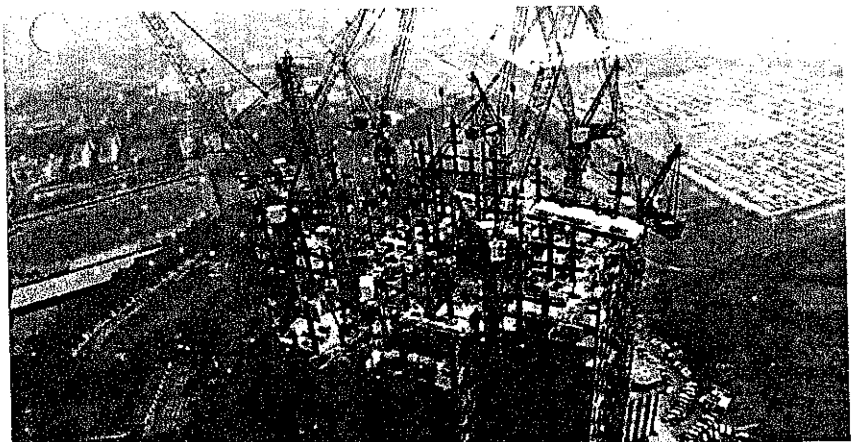




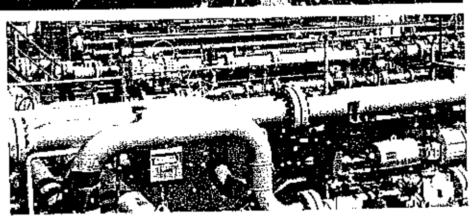
MYANMAR FOREVER CONSTRUCTION CO., LTD.

CIVIL ENGINEERING & CONSTRUCTION:- Myanmar Forever Construction Company Limited (MFC) is a general contractor specializing in Commercial, Industrial and Institutional Buildings Construction and Roads and Bridges Constructions with BOT Systems.

MECHANICAL, ELECTRICAL & AUTOMATION ENGINEERING WORK : The sphere of MFC activities encompasses EPC Projects, Infrastructure, On-site fabrication of structures, Installation, Testing and Commissioning of Electrical and Mechanical Equipment's, Piping etc. for large Industrial projects such as Steel, Power, Refineries, Cement, Fertilizer, Petrochemical and Desalination Plants. The Company also undertakes Overhauling and Maintenance of Operating Plants in varied Industries in Myanmar. Presently MCM doing the MEA work for Myingyan Steel (No.1) Project (Ministry of Industry).



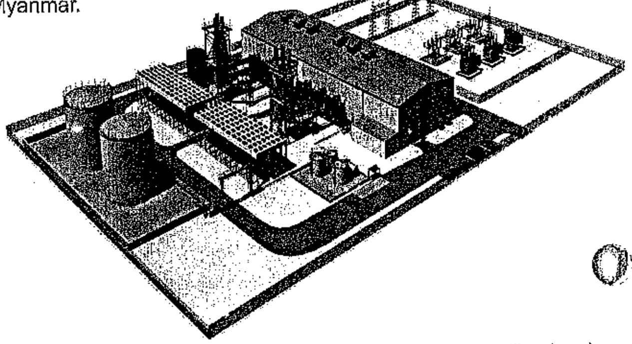




PERPETUAL POWER SOLUTION CO., LTD.

* Perpetual Power Solution Company Limited (PPS) has been established in January 2016 for technical services and complete solution provider related to Power Generation, Rail, Industrial, Marine and Oil and Gas Operation.

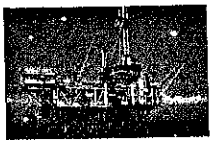
* PPS is a subsidiary of MCM Group of companies to work with foreign investors & local companies in Myanmar.



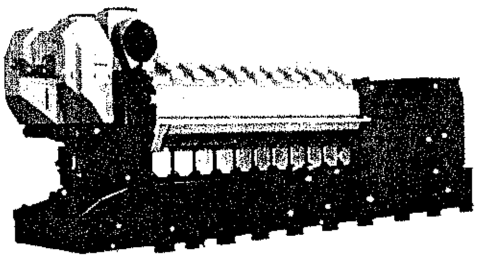
To be a world class power systems solution provider through people and facility development focused on providing quality products with support for our customers' benefit.











PPS to develop its organization in a manner which would enable it to become a preferred partner in the economic development in general, and infrastructure development in Myanmar.

In the process, PPS must grow and emerge as the leading supplier of quality power system products and technical services, with the most responsive product support capability in Myanmar.

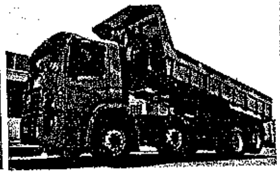
This will be achieved by the dedicated and committed PPS employees who will be trained, equipped and empowered to perform in a true entrepreneurial spirit.

* STARTED — Jan' 2016
  (PPS'S Parent Co, MCM Group, Operated in Myanmar since 2001)
* LOCATION
  - Yangon - Yankin Township: Head Office
  - Mandalay - Satellite Branch
  - Nay Pyi Taw - Administrative Office

(Additional outlets to be established in strategic locations based on business requirements)

UNITED MEGA AUTOMOBILE CO., LTD.

United Mega Automobile Company Limited Imports new Buses, Trucks, & Saloon and supply to Govt. and Myanmar local market dealers.

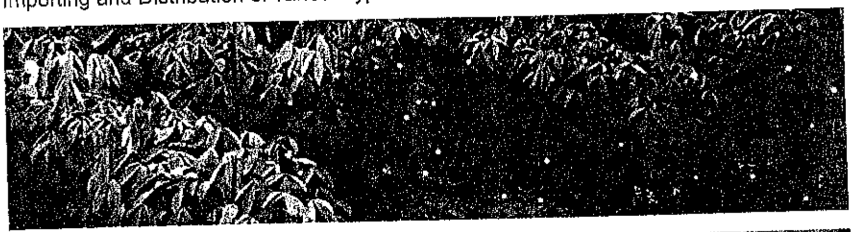



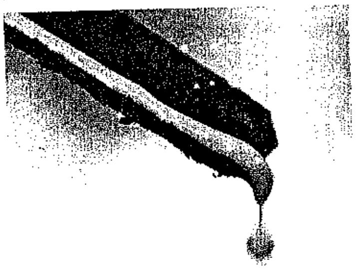
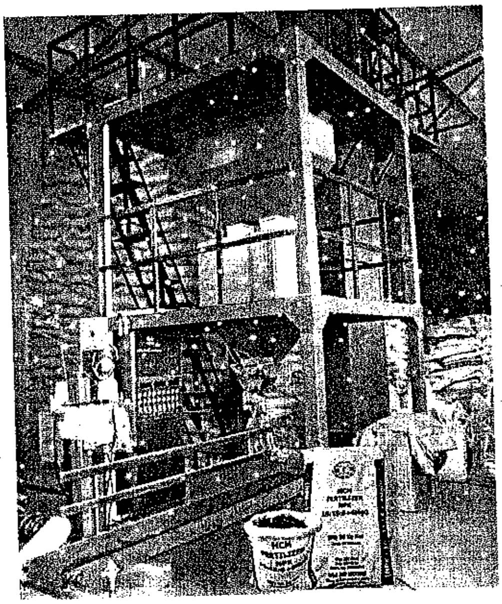

MCM RUBBER CO., LTD.

MCM Rubber Company Limited (MCMR) is operating commercial Rubber cultivation in Myanmar. We are doing Rubber cultivation in 12,000 acres of land. We develop industrial rubber plantation with the highest yields. MCMR is the largest rubber plantation company in Myanmar.

MCMR will develop construction and operation of compound fertilizer mixing plant.

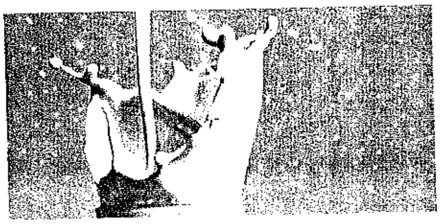
Importing and Distribution of various types of fertilizer.



MYANMAR NWE FOOD & BEVERAGES CO., LTD.

Myanmar Nwe Food & Beverages Company Limited Imports food products, milk powder, edible oil and supply to Govt. and Myanmar local market dealers.



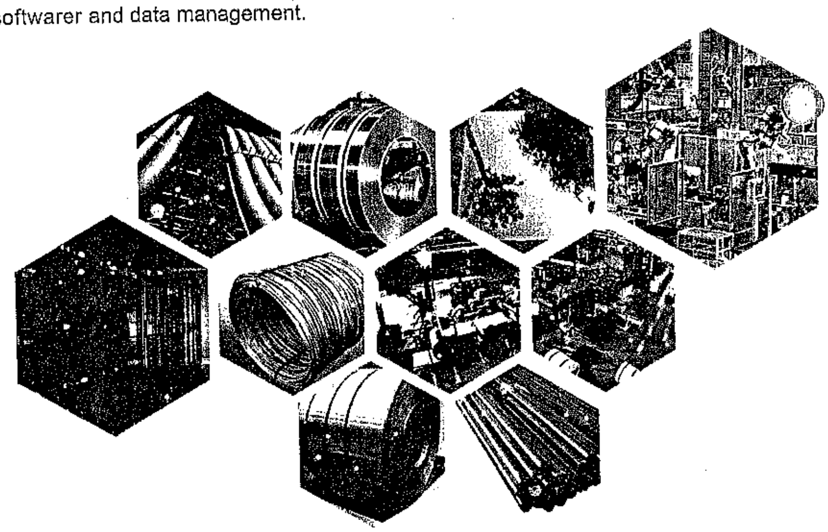

MCM PACIFIC PTE. LTD.

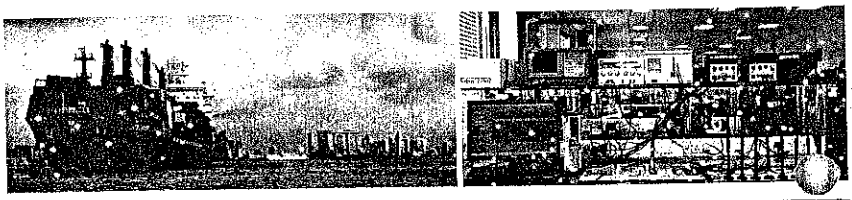
MCM PACIFIC PTE. LTD. (MCMPPL) is officially established on 7th April 2006 and is incorporated and situated in the Republic of Singapore.

MCMPPL provide trading, establishing and carrying on business as general merchants, importers, exporters particularly in steels and products of its relation.

MCMPPL also buy, sell, manufature, repair, alter, improve, import, export and deal in all works, plants machinery, tools utensils, appliances, apparatus, porducts, materials, substances, articles and things capable of being used in any business.

MCMPPL carry on business of consultants in electronic, communication equipment, softwarer and data management.





MCM - PARTNERS

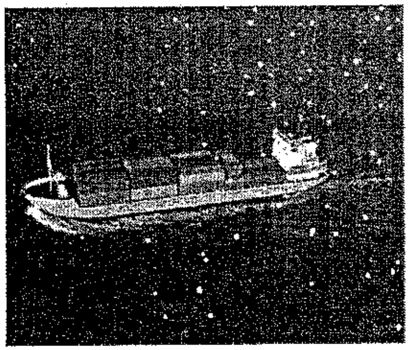
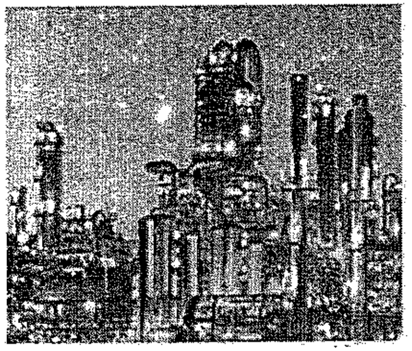
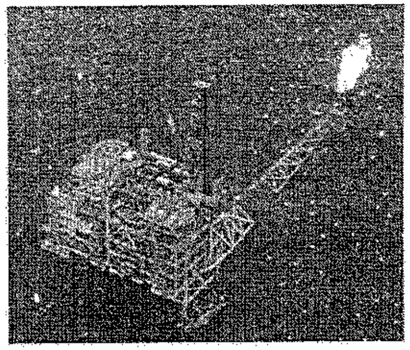
中国重汽 SINOTRUK · POSCO · SIEMENS · HYOSUNG

DAEWOO INTERNATIONAL · ADITYA BIRLA · [redacted] · Yamato Steel Co., Ltd.

OUR PRESENCE

Corporate & Head Office
MYANMAR CHEMICAL & MACHINERY COMPANY LIMITED
No. 20-21, Thukhawaddy Road, 6-Quarter, Yankin Township, Yangon, Myanmar.
Tel:- +95 1 2334467-70, Fax:- +95 1 2334471
E-mail : info@mcmpacific.com
Website : www.mcmpacific.com

Nay Pyi Taw Office
No. 566-A, Paung Laung (2), Yarzar Htarni Road, Pyinmana, Nay Pyi Taw, Myanmar.
Tel: +95 67 21866 Fax: +95 67 23811
E-mail : npt@mcmpacific.com

Power Energy Division

POSCO INTERNATIONAL CORPORATION

posco
INTERNATIONAL

Annexure-5A

Table of Content

1. Company Profile
2. Gas Energy Business Highlight
3. Key Projects
4. Experience in Power Sector

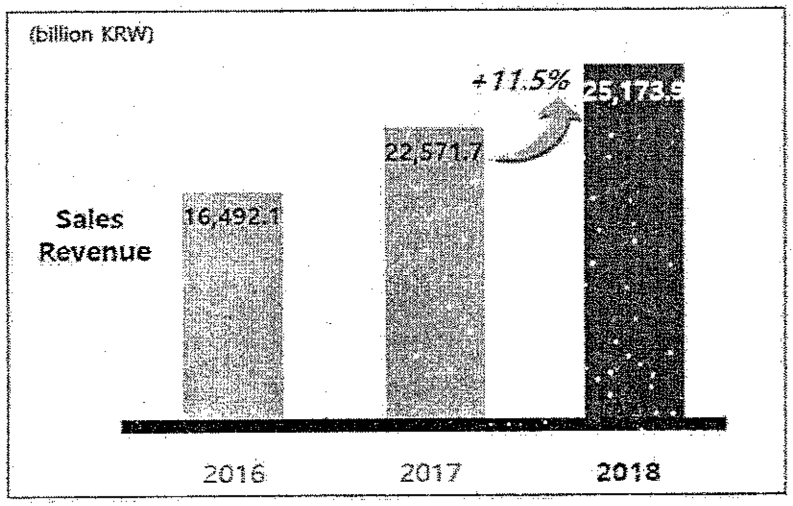
1. Company Profile

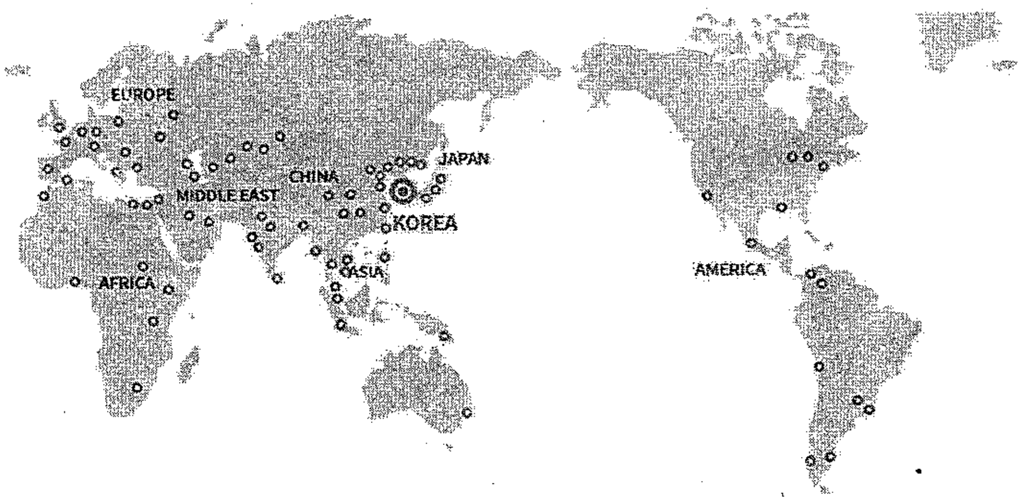
POSCO INTERNATIONAL

Company Overview

- Founded on March 22, 1967
- Employee : 7,952 *(1,829 in Korea, 6,123 Overseas Employees)*
- Overseas bases : 87 in 51 countries
- Sales Volume (2018) : USD 22.6 Billion
- Major Business Sector
  - International Trading
  - Investment & Project Organizing
  - Resources Development

'67	Founded Daewoo Industry Co., LTD.
'82	Launched Daewoo Corporation
'00	Spun off Daewoo International Corporation
'10	Became a POSCO Affiliate
'13	Started Commercial Production in Myanmar Gas Field
'16	Changed Company Name to POSCO DAEWOO
'17	Merge with Steel Biz unit of POSCO P&S
'19	Changed Company Name to POSCO International

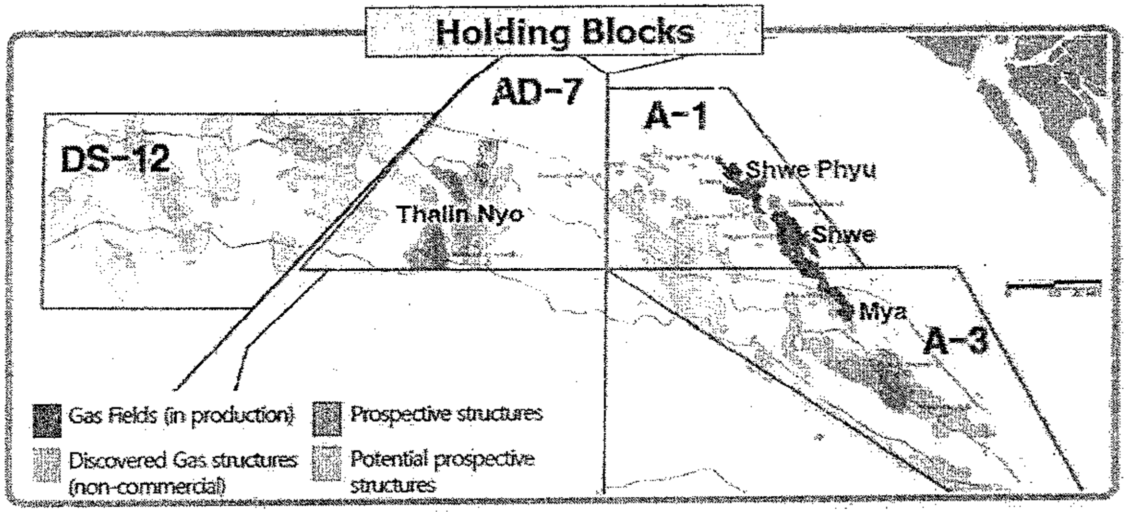




2. Gas Energy Business Highlights

posco INTERNATIONAL

Natural Gas Exploration and Production – Upstream



Myanmar A-1/A-3

Promote new exploration

- Found 16 prospective structures, proceed in-depth analyzsis ('18.1Q)
- Suggest exploration drilling 2~3 wells ('18.2Q)
- Exploration drilling at the end of 2019 or at the beginning of 2020

※ Capable of reducing CAPEX by using existing facilities

Myanmar AD-7

Review prospective structures

- In-depth analysis of previous drilling results ('18.1Q)
- Decide whether to drill new prospective structures such as Thalin Nyo ('18.3Q)

Bangladesh DS-12

Promote exploration drilling at the end of 2020

- 17 potential prospective structures, proceed in-depth analysis ('18.1Q)
- Proceed 3D seismic wave exploration ('18.2Q)
- Make a final decision whether to drill ('19.4Q)

※ Farm out after 3D exploration

Korea East Sea 6-1C

Review exploration drilling

- Complete analysis of 2 prospective structures ('18.2Q)
- Drill Exploration well and decide whether to enter into the 3rd exploration period ('18.3Q)

2. Gas Energy Business Highlights

LNG to Power value chain Creation

1 E&P | 2 Processing | 3 Liquefaction | 4 Transport (Shipping) | 5 Regasification | 6 Transport (Pipeline) | 7 End-User

UPSTREAM | MIDSTREAM | DOWNSTREAM



Myanmar Gas Field Development | Oman liquefaction plant | Gwangyang LNG Terminal | SEAGP | Uzbec Combined Cycle Power Plant

POSCO International | POSCO

POSCO Group competencies in value chain

Development, Investment by	Construction, Operation by	Related businesses by
POSCO, POSCO INTERNATIONAL, POSCO ENERGY	POSCO, POSCO INTERNATIONAL, POSCO ENERGY, POSCO E&C, POSCO A&C	POSCO, POSCO INTERNATIONAL, POSCO E&C, POSCO A&C, POSCO ICT
Generate long-term & stable dividend yield	Participate in EPC business and secure record	Expand supply of structured steel (9% Nikel, API etc.)
Synergy through group-wide participation	Identify new businesses such as operation in overseas	New business opportunities (LNG trading and bunkering)

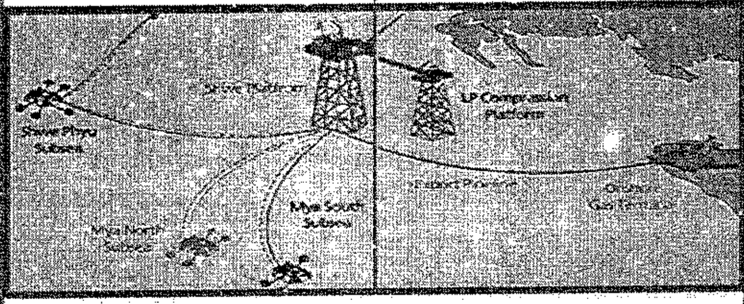
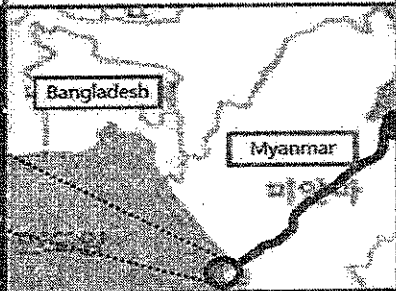
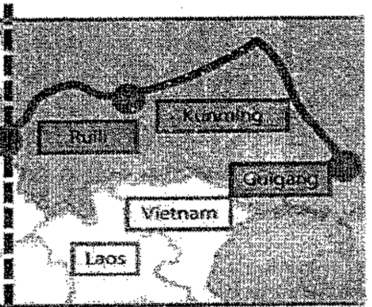
3. Key Projects

posco INTERNATIONAL

Project #1. Myanmar Offshore Gas Field Project

We successfully developed and implemented Myanmar Gas Field Development project which is the biggest overseas upstream project done by Korean companies ever.

- Project Cost : U$ 4,414 M (PDC: U$ 1,700 M) / Certified reserve: 4TCF (Equivalent to 80 Mil. tons of LNG)

	Upstream (Gas Production)	Offshore Midstream (Transportation)	Onshore Midstream (Transportation)	Chinese Onshore Pipeline
Scope	Production Platform (Shwe) Seabed Production Facility (Mya N.) 14" Pipeline	32" Offshore Pipeline (Platform~OGT) Onshore Gas Terminal (OGT)	40" Onshore Pipeline (OGT~ Myanmar/Chinese Border)	40" Onshore Pipeline (Ruili ~ Guigang)
Overall Field				
Form of Biz.	Consortium		**Joint Venture** (South-East Asia Gas Pipeline)	**Unilateral Operation** (CNPC)
Parties	**POSCO DAEWOO 51%(Operator)** OVL 17% / GAIL 8.5% KOGAS 8.5% / MOGE 15%		**CNPC 50.9%**(Major shareholder) **POSCO DAEWOO 25.04%** OVL 8.35% / GAIL 4.17% KOGAS 4.17% / MOGE 7.36%	**CNPC 100%**
Length	13km (Mya North ↔ Shwe Platform)	110km	793km	**1,726km** **(Excluded branch line, 858km)**
	Length between Gas Fields and Myanmar/Chinese Border : About 900km			

* OVL (Oil and Natural Gas Corporation Videsh), MOGE (Myanma Oil and Gas Eneterprise), GAIL (Gas Authority of India Ltd.), CNUOC (China National United Oil Corporation)

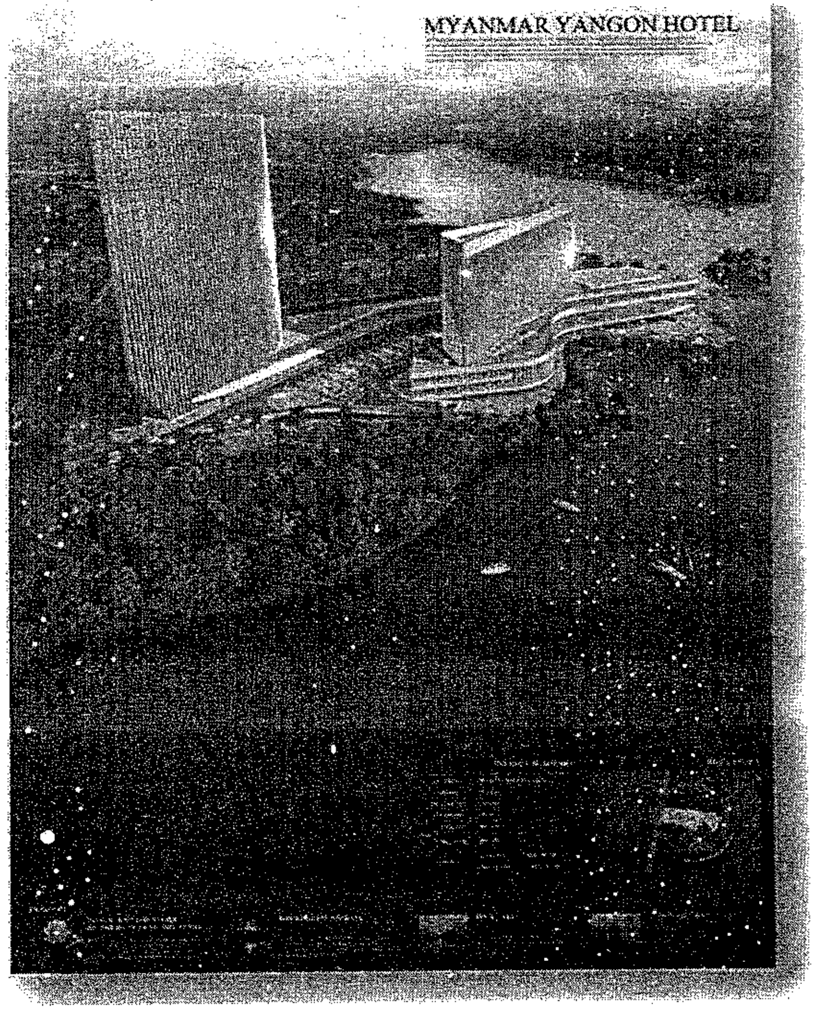
3. Key Projects

posco INTERNATIONAL

Project #2. Hotel Business – Amara Hotel Project

Project Overview

Purpose	Development of the landmark hotel in Yangon, Myanmar
Location	69(E), Bholat Avenue, 61/2 mile, Pyay Road, Hlaing Township, Yangon,
Accommodation	- Luxury Hotel : B2~15F (343 Rooms) - High-Rise Hotel : B2~29F (315 Rooms)
Business Type	BOT (Build – Operation – Transfer)
Construction	Began in February 2014
Grand Opening	Grand Opening : 8th September 2017



Social Impact of the Project

- **Landmark of Myanmar**
- **Cooperation between Myanmar & Korea**
- **Local Economic Benefits**
  - Hiring over 600 employees and reinvestment

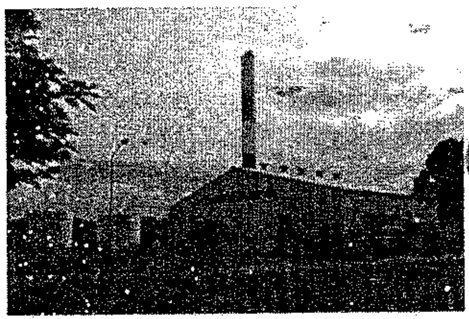
3. Key Projects

POSCO INTERNATIONAL

Project #3. Papua New Guinea IPP Projects

PNG Project #1	
Project Name	Posco Daewoo Power (PNGPOM) Ltd.
Location	Kanudi, Port Moresby, PNG
Plant Capacity	24MW Diesel Power Plant
Equity Structure	PDC 100%
Off-taker	PNG Power Limited (PPL)
PPA	15 years + 5 years extension
PDC's role	- Lead Project Organizer / Main Developer - EPC and O&M - Debt Financing
Remarks	- Original COD : 1999 - Signed 5 years PPA extension on Jan '15.

Highlights

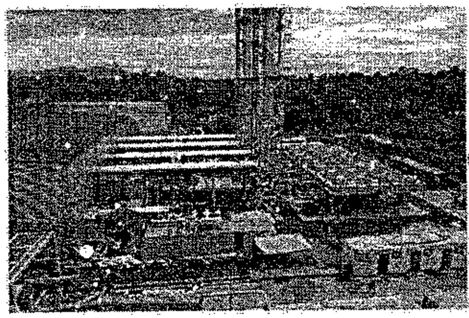


1st Korean company to develop IPP project overseas

Supplies 25% of electricity in PNG metropolitan area

PNG Project #2	
Project Name	Daewoo Power PNG Ltd.
Location	Garafuzi, Munum, LAE
Plant Capacity	34MW HFO Power Plant
Equity Structure	PDC 100%
Off-taker	PNG Power Limited (PPL)
PPA	15 years
PDC's role	- Lead Project Organizer / Main Developer - EPC and O&M - Debt Financing,
COD	June, 2017

Highlights

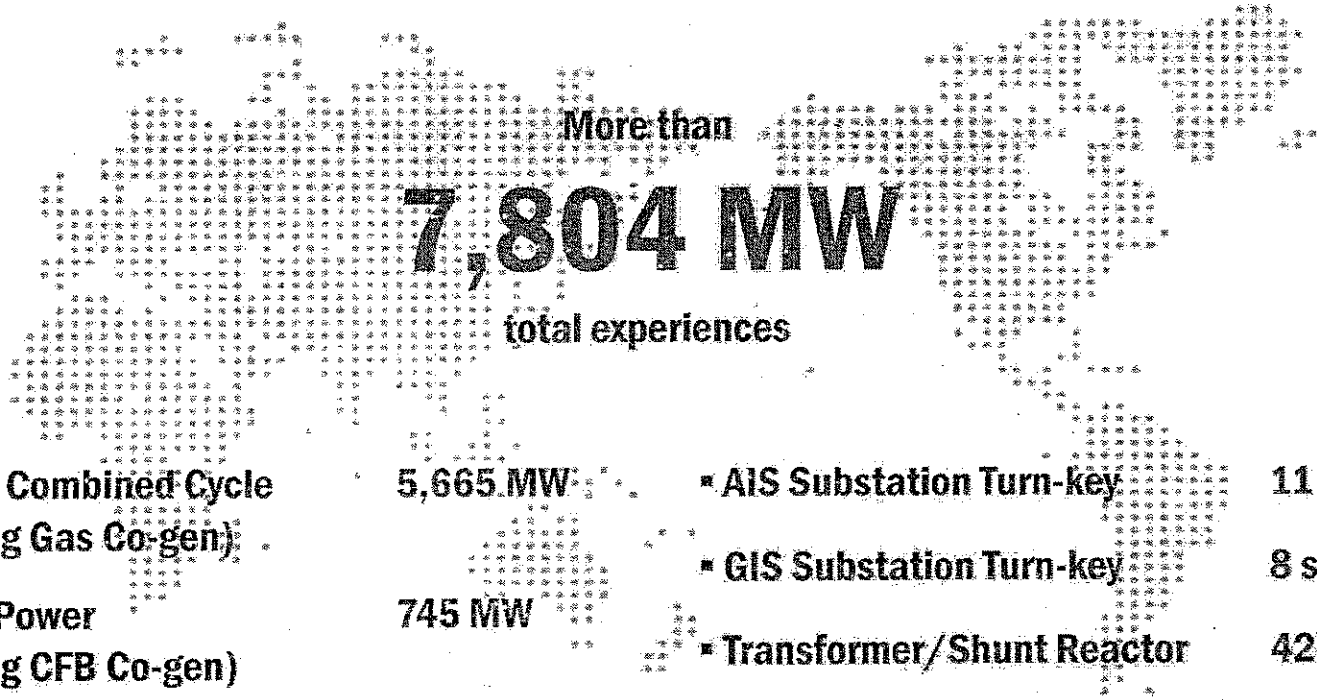


Supplies 30% of the RAMU electricity demand

(Equivalent to 10% of Total PNG electricity Demand)

4. Experience in Power Sector

POSCO INTERNATIONAL



More than

7,804 MW

total experiences

▪ Simple / Combined Cycle (including Gas Co-gen)	5,665 MW
▪ Thermal Power (including CFB Co-gen)	745 MW
▪ Diesel Oil	154 MW
▪ Renewable *	1,240 MW

** PV Module supply record*

▪ AIS Substation Turn-key	11 sites
▪ GIS Substation Turn-key	8 sites
▪ Transformer/Shunt Reactor	425 units
▪ EDCF Projects	4 projects

4. Experience in Power Sector

posco INTERNATIONAL

South-East Asia & Pacific

Myanmar(IPP)

1. PJT : Shwe Taung CCPP
2. Capa : 70MW
3. Status : PPA Discussion

Thailand(EPC)

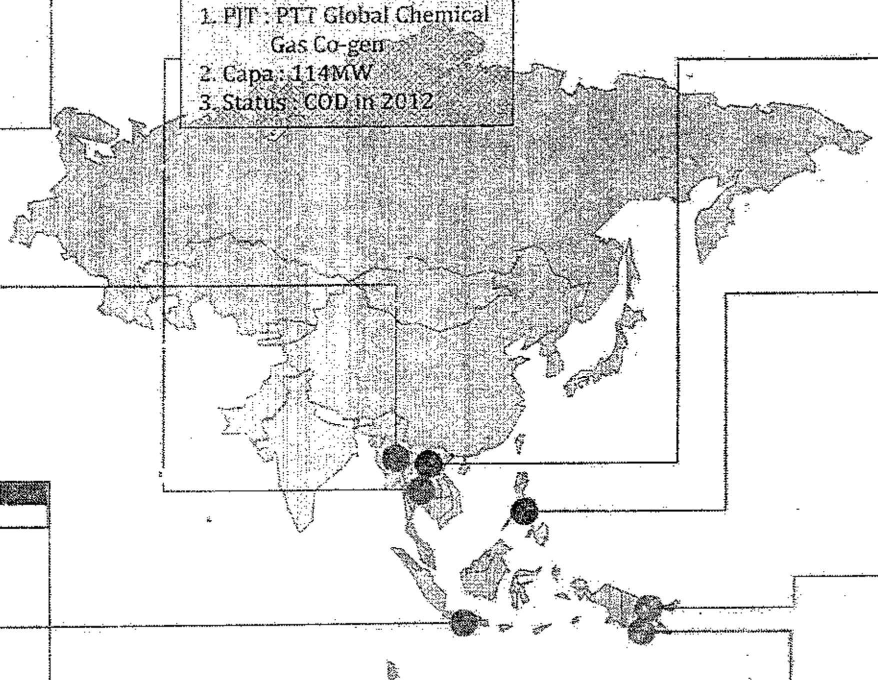
1. PJT : PTT Global Chemical Gas Co-gen
2. Capa : 114MW
3. Status : COD in 2012

LAOS (T/L, S/S)

1. PJT : GMS Nothern Power T/L Project
2. Capa : 115 kV T/L, S/S
3. Award : 2015
4. Status : Under Construction

Philippines (T/L, S/S)

1. PJT : EDCF Various Luzon T/L, S/S Expansion Project
2. Capa : 230kV S/S, 69 kV T/L
3. Award : 2004
4. Status : Completed



Indonesia(IPP)

1. PJT : Jawa Bali-3 GFPP
2. Capa : 500MW
3. RFP : 2016.01
4. Partner : Medco, P. Energy
5. Status : On bidding stage

PNG (IPP)

1. PJT : Kanudi Diesel PP
2. Capa : 24MW
3. Partner : Doosan(EPC)
4. Status : Operation since 1998

PNG (IPP)

1. PJT : Lae Diesel PP
2. Capa : 34MW
3. Award : 2014.3
4. Finance : KEXIM
5. Status : COD in 2017

- Diesel Power Plant
- Gas Power Plant
- Coal Power Plant
- Solar & other renewable
- Transmission Line & Substation (Turnkey only)

4. Experience in Power Sector

POSCO INTERNATIONAL

South-West & Central Asia

Pakistan (EPC)

1. PJT : Century Paper & Board Gas Co-gen
2. Capa : 26MW
3. Status : COD in 2006

Uzbekistan(EPC)

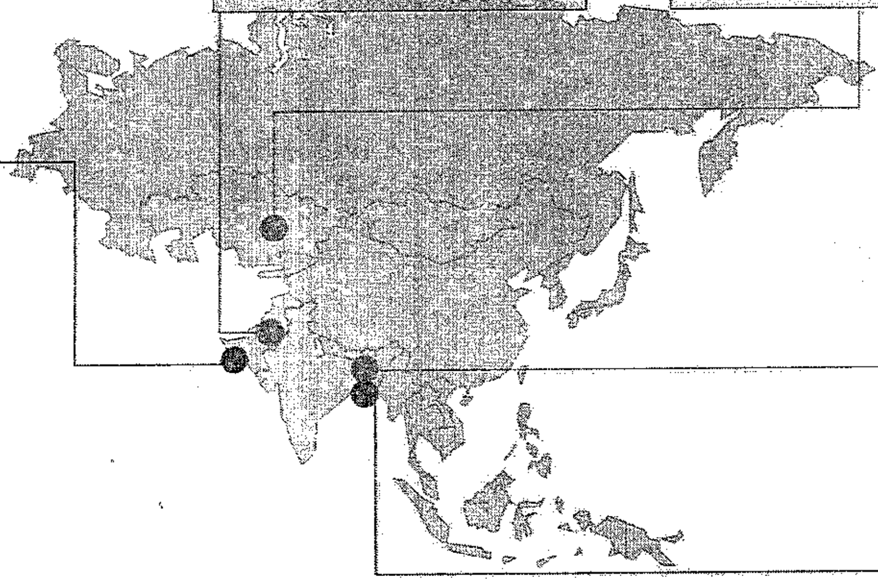
1. PJT : Talimarjan CCPP
2. Capa : 900MW
3. Status : COD in 2017

Pakistan (S/S)

1. PJT : Gujranwala EDCF PAK-4 PJT
2. Capa : 132 kV AIS x 6, 132 kV GIS x 1
3. Status : Completed

Pakistan (S/S)

1. PJT :NTDC EDCF PAK-2 PJT
2. Capa : 220kV T/L
3. Status : Completed (2013)



Bangladesh(EPC)

1. PJT : Ashganji CCPP
2. Capa : 250MW
3. Status : COD in 2015

Bangladesh(S/S)

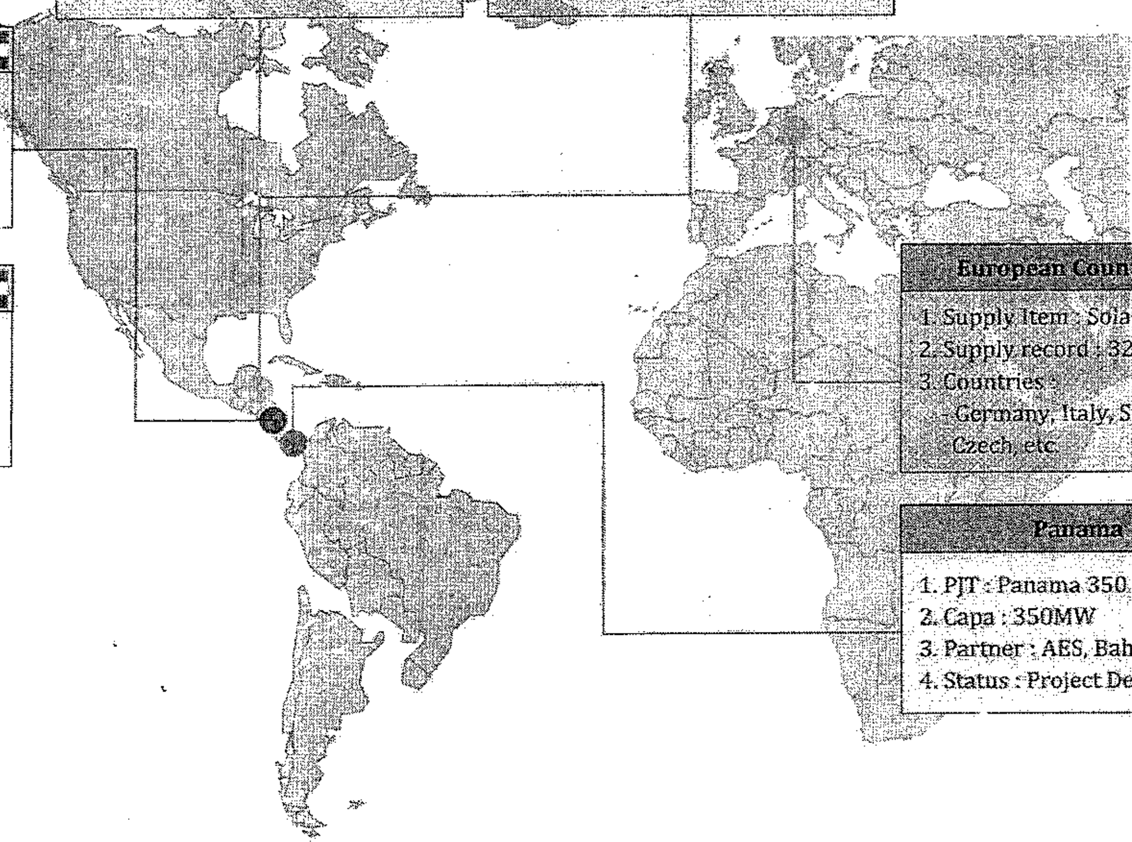
1. PJT : PGCB S/S TK PJT
2. Capa : 132kV AIS
3. Status : Under construction

- **Diesel Power Plant**
- **Gas Power Plant**
- **Coal Power Plant**
- **Solar & other renewable**
- **Transmission Line & Substation (Turnkey only)**

4. Experience in Power Sector

POSCO INTERNATIONAL

America & Europe



USA (Solar)

1. Supply Item : Solar PV Module
2. Supply record : 115MW
3. Sales Branch : NJ, DT, TX, CA
4. Warehouse : NJ, CA

Honduras (IPP)

1. PJT : Fray Lazaro Solar IPP
2. Capa : 55MW
3. Status : Project Development

Nicaragua (T/L)

1. PJT : PNSER EIB 5th PJT
2. Capa : 76 km 138 kV T/L
3. Award : 2014
4. Status : Under Construction

Nicaragua (T/L)

1. PJT : PNSER EDCF
2. Capa : 138 kV T/L, S/S
3. Award : 2014
4. Status : Completed in 2017

European Countries (Solar)

1. Supply Item : Solar PV Module
2. Supply record : 320 MW
3. Countries :
   - Germany, Italy, Spain, UK, Czech, etc.

Panama (IPP)

1. PJT : Panama 350 CCPP
2. Capa : 350MW
3. Partner : AES, Bahia
4. Status : Project Development

- Diesel Power Plant
- Gas Power Plant
- Coal Power Plant
- Solar & other renewable
- Transmission Line & Substation (Turnkey only)

4. Experience in Power Sector

POSCO INTERNATIONAL

Africa

Egypt (S/S)
1. PJT : Giza North
2. Capa : 500 kV GIS
3. Status : Completed

Egypt (S/S)
1. PJT : Port Said
2. Capa : 220 kV GIS
3. Status : Energization Planned

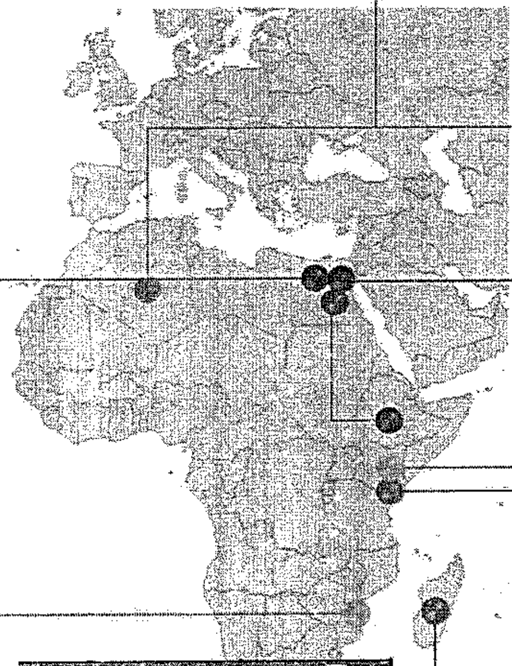
Egypt (S/S)
1. PJT : Banha
2. Capa : 220 kV GIS
3. Status : Under Construction

Mozambique(Solar EPC)
1. PJT : Off-grid Solar PP
2. Capa : 1.3MW
3. Award : 2012
4. Status : COD in 2015

Algeria (EPC)
1. PJT : Ain Arnat CCPP
2. Capa : 1,200MW
3. Award : 2012
4. Status : Under construction

Algeria (EPC)
1. PJT : Biskra CCPP
2. Capa : 1,600MW
3. Award : 2014
4. Status : Under construction

Algeria (EPC)
1. PJT : Jijel CCPP
2. Capa : 1,600MW
3. Award : 2014
4. Status : Under construction



Ethiopia (T/L, S/S)
1. PJT : EDCF ETH-1 Project
2. Capa : 400kV/230kV T/L, AIS S/S
3. Status : Under Construction

Kenya (IPP)
1. PJT : Olkaria Geothermal
2. Capa : 4X140MW
3. Partner: Japanese Sponsor
4. Status : Pre-qualified, Pending for tender

Kenya (IPP)
1. PJT : Kilifi CFPP
2. Capa : 600MW
3. Status : Selected as the preferred bidder.

Madagascar (EPC)
1. PJT : Ambatovy CFPP
2. Capa : 120MW
3. Status : COD in 2012

- Diesel Power Plant
- Gas Power Plant
- Coal Power Plant
- Solar & other renewable
- Transmission Line & Substation (Turnkey only)

4. Experience in Power Sector

posco INTERNATIONAL

Transmission & Substation Track Record

Country (Site)	End-User	Customer	Project	Role of DWI	Product	Contract Period
Laos	EDL	EDL	GMS Northern Power Transmission Project	Contractor	1. 115kV Transmission Line : Turnkey 2. 115/22kV Substation : Turnkey	2015
Ethiopia	EEPCO	EEPCO	EEPCO 400kV & 230kV Transmission Line & AIS Substation EDCF ETH-1 Project	Contractor	1. 258km 400kV & 230kV Transmission Line : Turnkey 2. 1(One) 400kV & 1(One) 230kV AIS Substation : Turnkey - 400/230kV 125MVA Auto transformer, Power transformer - 400/230kV, 132/66kV Circuit Breaker	2014
Nicaragua	ENATREL	ENATREL	PNESER 138kV Transmission Line EIB 5th Project	Contractor	76km 138kV Transmission Line : Turnkey - ACSR / Steel Lattice Tower - OPGW Cable / Insulator	2014
Nicaragua	ENATREL	ENATREL	PNESER 138kV Transmission Line & Substation EDCF Project	Contractor	1. 53km 138kV Transmission Line : Turnkey - ACSR / Steel Lattice Tower 2. 2(Two) 138kV AIS Substation : Turnkey 3. 3(Three) 138kV AIS Substation : Expansion	2014
South Africa	Eskom	Eskom	Corp 894 (Borutho Substation)	Contractor	400kV 500MVA Transformer 1 units : Supply & Installation	2013
Norway	SKL Nett	SKL Nett	Havik Substation	Contractor	400kV 150/50MVA Transformer 1 unit : Supply & Installation	2012
Ireland	Endesa	Endesa	Great Island TR PJT	Contractor	225kV 560MVA Transformer 1 unit : Supply & Installation	2012
Spain	REE	REE	SERNA PJT	Contractor	400kV 200MVA Transformer 3 units : Supply & Installation	2012
Spain	Endesa	Endesa	Se Fargue PJT	Contractor	245kV GIS 7 bays : Supply & Installation	2011
Spain	Endesa	Endesa	Vilanova PJT	Contractor	230kV 63MVA Transformer 3 units : Supply & Installation	2011
Norway	SKL Nett	SKL Nett	Havik Substation	Contractor	400kV 150/50MVA Transformer 1 unit : Supply & Installation	2012
Norway	Statnett	Statnett	Nedre Vinstra Substation	Contractor	300kV, 42/60MVA Transformer 1 unit : Supply & Installation	2011
Australia	Endeavour Energy	Endeavour Energy	Abbotsburry Substation Project	Contractor	132kV GIS 5 bays : Supply & Installation	2011

4. Experience in Power Sector

posco INTERNATIONAL

Transmission & Substation Track Record

Country (Site)	End-User	Customer	Project	Role of DWI	Product	Contract Period
Spain	Endesa	Endesa	PTA Jerez 66KV GIS Substation	Contractor	66kV GIS 3 bays : Supply & Installation	2010
Australia	Endeavour Energy	Endeavour Energy	Castle Hill Substation Project	Contractor	132kV GIS 8 bays : Supply & Installation	2010
Iran	TREC	Palayesh Niroo	TREC GIS Substation	Contractor	400KV GIS 10 bays : Supply & Installation	2010
Denmark	Energinet DK	Energinet DK	Gorlose Substation	Contractor	400kV 120Mvar Shunt Reactor 1 unit : Supply & Installation	2010
U.K	National Grid	National Grid	NGSR 4357 TR Bulk Purchase	Contractor	400kV 240MVA Transformer 23 units : : Supply & Installation	2010
South Africa	Eskom	Eskom	Gen2903 (Duvha Power Station)	Contractor	420kV 770MVA Transformer 4 units : Supply & Installation	2010
Iran	IWPC	Palayesh Niroo	Karoon IV 400kV Substation	Contractor	400kV GIS Substation : Supply & Installation - 420KV GIS : 12bays - 400kV 200MVA Transformer : 4 units	2009
Iran	IWPC	Palayesh Niroo	IPDC Power Plant Equipment	Contractor	400kV Transformer 8 units : Supply & Installation	2009
Iran	IWPC	Palayesh Niroo	Gotvand Project	Contractor	400kV GIS Substation : Supply & Installation - 420KV GIS : 12bays - 400kV 200MVA Transformer : 4 units	2009
South Africa	Eskom	Eskom	Corp 894 (Acacia &Matla Substation)	Contractor	400kV 500MVA Transformer 3 units : Supply & Installation	2009
Taiwan	TPC	Allis	Taiwan Fertilizer 161kV GIS Substation	Contractor	161kV GIS 5 bays : Supply & Installation	2009
Spain	Endesa	Endesa	Levante 66Kv GIS Substation	Contractor	66kV GIS 7 bays : Supply & Installation	2008
Australia	Endeavour Energy	Endeavour Energy	Rydalmere Substation Project	Contractor	132kV GIS 8 bays : Supply & Installation	2008
Australia	Endeavour Energy	Endeavour Energy	Doonside Substation Project	Contractor	132kV GIS 10 bays : Supply & Installation	2008

4. Experience in Power Sector

posco INTERNATIONAL

Transmission & Substation Track Record

Country (Site)	End-User	Customer	Project	Role of DWI	Product	Contract Period
Australia	Endeavour Energy	Endeavour Energy	Granville Substation Project	Contractor	132kV GIS 5 bays : Supply & Installation	2008
Australia	Endeavour Energy	Endeavour Energy	Liverpool Substation Project	Contractor	132kV GIS 8 bays : Supply & Installation	2008
Iran	GREC	Palayesh Niroo	Rasht Azodi Substation PJT	Contractor	230kV GIS Substation : Supply & Installation - 230KV GIS : 8bays - 230kV 50MVA Transformer : 4 units	2007
Jordan	NEPCO	NEPCO	Abdoun 132/33kV GIS Substation	Contractor	132kV Substation Extension : Supply & Installation - 132KV GIS : 3 bays - 132/33Kv 80MVA Transformer : 3 units	2005
Jordan	NEPCO	NEPCO	Bayader, Marqa & Tarek 132/33kV GIS Substation	Contractor	132kV Substation Extension : Supply & Installation - 132KV GIS : 6 bays - 132/33Kv 80MVA Transformer : 3 units	2005

MCM Power Company Limited
Total Investment Plan for 40MW Power Generation - Shwe Taung

Sr No	Description	Total Equity (USD)	Total Equity (Kyat)	Total Investment	Remark
1	Machinery and Equipment Cost (Imported)	$ 20,963,055	-	$ 20,963,055	
2	Local Purchased Material	-	MMK 1,742,250,000	MMK 1,742,250,000	
3	Cash	-	-	-	
4	Project Installation Cost	$ 12,921,245	-	$ 12,921,245	
	Total USD	**$ 33,884,300**			
	Total Kyat		**MMK 1,742,250,000.00**		

Exchange Rate: 1 USD = 1515 Kyat

Grand Total Investment (USD)	**$ 35,034,300**
Grand Total Investment (in Equivalent Kyat)	**MMK 53,076,964,500**

Annexure-6A

PROJECT COST DETAILS OF 80 MW GAS BASED POWER PLANT
For Phase-1 (40 MW)

DESCRIPTIONS	UNIT	COST FOR PHASE-1
Imported Plant and Machinery without Building and Civil Cost	Million USD	20.015
Local Material Cost without Civil Material Cost	Million USD	0.060
Gas Pipe Line Cost	Million USD	0.500
Building Cost (Import Material)	Million USD	1.105
Building Installation Cost	Million USD	0.275
Civil Work Cost (Material + Labour)	Million USD	1.450
Mechanical Installation Work	Million USD	1.500
Transpiration Yangon Port to site	Million USD	2.500
Pre-project expenses	Million USD	1.000
Land, Site Development	Million USD	0.210
Consultancy & Finance Charges,	Million USD	0.560
Startup Expenses	Million USD	0.650
Preliminary & Pre-operative expenses	Million USD	0.470
Pilling Expenses	Million USD	0.800
Finance Charges	Million USD	0.600
Working capital margin	Million USD	0.210
Interest During Construction	Million USD	2.270
Contingency	Million USD	0.860
Total Project Cost	**Million USD**	**35.035**
Means of finance		Phase-1
Equity	**Million USD**	**10.510**
Debt	**Million USD**	**24.524**

Annexure:- 6B

MCM Power Company Limited

Project Installation Cost For 40 MW (Phase 1)

SN	Description	Amounts (USD)	Remark
1	Building Installation Cost	275,000	
2	Civil Work Cost (Material + Labour)	1,450,000	
3	Mechanical Installation Work	1,500,000	
4	Transpiration Yangon Port to site	2,067,000	
5	Pre-project expenses	1,000,000	
6	Land,Site Development	210,000	
7	Consultancy & Finance Charges,	560,000	
8	Startup Expenses	650,000	
9	Preliminary & Pre-operative expenses	470,000	
10	Pilling Expenses	800,000	
11	Finance Charges	600,000	
12	Working capital margin	210,000	
13	Interest During Construction	2,270,000	
14	Contingency	860,000	
	Total	**12,922,000**	

Annexure - 7

THE GOVERNMENT OF THE REPUBLIC OF THE UNION OF THE MYANMAR
MINISTRY OF ELECTRICITY AND ENERGY
ELECTRIC POWER GENERATION ENTERPRISE

LETTER OF ACCEPTANCE

This Letter of Acceptance (this "LoA") is issued on 26th August 2019 ("Commencement Date") in Naypyidaw, Myanmar, by Electric Power Generation Enterprise, Ministry of Electricity and Energy, Building No. 27, Naypyitaw, ("EPGE") represented by the Managing Director, Mr. Than Naing Oo to the consortium of Myanmar Chemical & Machinery Co., Ltd and Posco International Corporation ("the Company") represented by U Aung Hlaing Oo, Managing Director of Myanmar Chemical & Machinery Co., Ltd.

EPGE and the Company shall each be referred to as a "Party", and collectively the "Parties".

Whereas:

1. Supplemental Request for Proposals (SRFP) for purchasing of electricity from Shwertaung 70 MW Power Plant on BOT basis was issued by EPGE on 5th February, 2015 and EPGE issued Notice to Proceed to the Company on 26th July, 2016 declaring the Company as the sole responsible bidder for the Project;
2. By signing Agreement to Proceed on 12th December, 2016, the Parties intended to enter into Definite Agreements such as Power Purchase Agreement ("PPA") for the Project, designating the Company as the successful tenderer;
3. According to the tender documents EPGE shall supply Yadana gas 15 MMCFD to produce 70 MW. Currently EPGE can only supply Yadana gas 8.5 MMCFD to Shwetaung 70 MW Power Plant project due to the declination of Yadana gas production. So both Parties agree to implement Shwetaung 70 MW Power Plant project in two phases: Phase 1, 28 MW and Phase 2 70 MW.
4. The Parties intend to enter into this LoA to confirm their mutual understandings prior to entering into the Power Purchase Agreement (PPA) in accordance with the terms hereof.

Terms and Conditions

EPGE intends to purchase electricity from the Company and the Company intends to sell the electricity 70 MW to EPGE, subject to the terms and conditions substantially agreed and provided in draft PPA attached hereto as Attachment 1, and containing the fundamental terms and conditions summarized below.

Words and expressions defined in the draft PPA shall have the same meaning when used herein, unless otherwise defined herein.

Project	Purchasing of electricity from Shwetaung 70 MW Power Plant Project on IPP (BOT) basis.
Agreement Term	24 years starting from Phase 1 Commercial Operation Date, subject to term extensions by agreement of both Parties.
Implementation of the Project	The Company shall commence construction and mobilization and shipment of equipment for Phase 1, 28 MW on the Commencement Date. The Company shall commence construction and mobilization and shipment of equipment for Phase 2, 70 MW on the date of issuance of notice from EPGE.
Commercial Operation Date	Phase 1 Commercial Operation Date shall occur 8 months from Commencement Date.
Approvals and Licenses	The Company shall in a timely manner obtain and maintain throughout the term all permits, approvals and licenses required under Myanmar laws and regulations for the Parties to perform their respective obligations in relation to the Projects.
Site Delivery and Access	EPGE shall ensure the availability of the Site at the Commencement Date.
Contracted Capacity	Phase 1 Contracted Capacity is 28 MW. Phase 2 Contracted Capacity is 70 MW
Fuel Availability	To produce Phase 1 Contracted Capacity EPGE shall supply Yadana gas 8.5 MMCFD. Both parties shall discuss the amount of gas supply to produce Phase 2 Contracted Capacity when Shwe gas supply is available.

Take or Pay	The take or pay of power purchase shall be yearly basis and the take or pay amount in MWh is eighty five (85) percent which shall be calculated based on the following formula Take or pay amount (MWh) = 0.85 * the Net Guarantee Output (MW) * 8760 (hr)
Payments	All applicable energy payment shall be paid by EPGE to the Company in Myanmar Kyats by using prevailing exchange rate of Central Bank of Myanmar at the date of payment.
Connection Point	EPGE shall provide permission for connection to the 230 kV Shwertaung Substation at the Company's cost.
Tariff	3.19 US cent/ kWh inclusive of all kinds of applicable tax in Myanmar. The tariff shall be fixed for the entire concession period.

Each Party, acting in good faith, shall cooperate with relevant authorities and obtain all necessary approvals to approve the terms of PPA so as to enable it to enter into full effect 150 days from the Commencement Date. If the PPA needs to make the revision upon comments of any governmental authority, the Parties will meet and discuss in good faith a fair compromise. Prior to the execution of the PPA each Party shall co-operate with the relevant authorities to do all things that will be reasonably necessary for the implementation of the Project. The duly authorized representatives of each of the Parties have signed this LoA at the place and on the date written above.

LoA is issued by:

For and on behalf of Electric Power Generation Enterprise

Than Naing Oo

Managing Director

Electric Power Generation Enterprise

LoA is accepted by:

For and on behalf of the Company

Company Seal

Aung Hlaing Oo

Managing Director

Myanmar Chemical & Machinery Co., Ltd

Annexure-8

SUMMARY COST OF PLANT AND MACHINERY AND OTHER MATERIAL TO BE IMPORTED
(For Phase-1)

(Detailed Brand New Plant Machinery List with HS Code and Detailed Pricing in Annexures)

S.N.	Details	Phase-1, 40 MW	
		Qty.	Cost in USD ($)
A	**Imported Plant and Machinery to be Imported**		
1	Cost of Engine & Generator and auxiliary, Engine + Generator Control Panels + LV & MV Electrical Panels + Ventilation System+ 11 kV Transformer + Air Cooling System + Cables & Accessories + Crane + Pre-Fabricated Building Material + Engine Spare Parts + Tools	**04 Set**	**17,960,000.00 (15,726,000 EURO)**
2	230 kV Switch Bay Extension Material + 230/11 kV Transformer + 230/11kV Sub Station Equipment + 230 kV XLPE Cable and Accessories + Steel Structures	**01 Set**	**1,727,555.00**
3	Main Gas Skid + Filter Skid+ Pressure Regulating Skid + Gas Metering Skid + Transmitters + Valves	**01 Set**	**604,500.00**
4	Utilities and Other material (Detailed list with price breakup and HS Code in Annexure)	**01 Lot**	**671,000.00**
			20,963,055.00
B	**Local Material**		
1	Fire Extinguishers (Co2+Dry Type) + Distribution Panel	**01 Set**	**80,000.00**
2	Building Material (Cement, Bricks, Aggregates, Sand, TMT Bars, Steel Plates)	**01 Set**	**1,000,000.00**
3	Steel Material	**01 Set**	**70,000.00**
			1,150,000.00
	Total Cost in USD		**22,113,055.00**

Annexure - 8A

COST OF PLANT AND MACHINERY AND OTHER MATERIAL FOR 40 MW

PART-A. DETAILS OF GAS ENGINE, GENERATING SETS WITH AUXILIARIES TO BE EMP.

Sr No		Description	Contry of origin	HS Code	A/U	Unit Price (USD)	QTY	AMOUNT USD
A		POWER GENERATION EQUIPMENT						
A1		GENERATING SET						
	A1.1	ENGINE GENERATING SET						
		W20V34SG Engine Generator Set	European Union	85.02	Set	2,420,000.00	4	9,680,000.00
		Engine lifting device	European Union	84.28	Set	22,000.00	1	22,000.00
		Flexible connections between engine and external piping	European Union	73.07	Set	16,000.00	4	64,000.00
		Set steel springs	European Union	85.02	Set	10,000.00	4	40,000.00
		Engine maintenance platform - prefabricated	European Union	85.02	Set	16,000.00	4	64,000.00
A2		MECHANICAL AUXILIARY SYSTEMS						
	A2.1	AUXILIARY MODULES			Set	510,000.00	1	510,000.00
		Engine auxiliary module	European Union	85.03	Set		4	Included above
		Engine auxiliary module appendix	European Union	85.03	Set		4	Included above
		Exhaust gas module	European Union	85.03	Set		4	Included above
		Engine auxiliary module platform	European Union	85.03	Set		1	Included above
	A2.2	GAS REGULATING UNIT			Set	223,000.00	1	223,000.00
		Compact gas ramp	European Union		Set		4	Included above
		Real-time gas analyser	European Union		Set		1	Included above
	A2.3	LUBRICATING OIL SYSTEM			Set	51,455.00	1	51,455.00
		Lubricating oil transfer pump mobile	European Union	84.13	Set		1	Included above
		Oil mist separator	European Union	85.03	Set		2	Included above
	A2.4	COMPRESSED AIR SYSTEM			Set	85,085.00	1	85,085.00
		Instrument air compressor unit	European Union	8414.4	Set		1	Included above
		Starting air compressor unit	Norway	8414.4	Set		2	Included above
		Starting air bottle	European Union	8414.4	Set		2	Included above
	A2.5	COOLING SYSTEM			Set	580,000.00	1	580,000.00
		Set cooling radiator	European Union	8504.9	Set		4	Included above
		Set cooling radiator railings	European Union	8504.9	Set		1	Included above
		Low temperature circuit expansion vessel	European Union	8504.9	Set		4	Included above
		Maintenance water tank unit	European Union	73.09	Set	15,092.00	1	15,092.00
	A2.6	INTAKE AIR SYSTEM			Set	243,535.00	1	243,535.00
		Charge air filter - combined oil wetted and dry	European Union	85.03	Set		4	Included above
		Weather hood	European Union	85.03	Set		4	Included above
		Charge air silencer	European Union	85.03	Set		4	Included above
		Charge air ducting	European Union	85.03	Set		4	Included above
	A2.7	EXHAUST SYSTEM			Set	226,695.00	1	226,695.00
		Exhaust gas branch pipe	European Union	73.04	Set		4	
		Exhaust gas silencer	European Union	73.04	Set		4	Included above
		Exhaust gas bellows	European Union	73.04	Set		4	Included above
		Exhaust gas ducting/stack pipe	European Union	73.04	Set		4	Included above
		Insulation and Cladding material	European Union	73.04	Set		1	Included above
	A2.8	OILY WATER SYSTEM			Set	16,905.00	1	16,905.00
		Oily water transfer pump unit	European Union	84.13	Set		2	Included above
		Sludge transfer pump unit	European Union	84.13	Set		1	Included above
	A2.9	WATER TREATMENT SYSTEM			Set	12,105.00	1	12,105.00
		Water booster unit	European Union		Set		1	Included above
	A2.10	FIRE PROTECTION SYSTEM			Set	164,020.00	1	164,020.00
		Fire pump station, containerized	European Union	84.13	PC		1	Included above
		Hydrant	European Union	73 09	Set		1	Included above
		Monitors	European Union					Included above
		Hose cabinet	European Union	73.09	Set		1	Included above
	A2.11	PIPE SUPPORTS AND CROSSOVERS			Set	35,438.00	1	35,438.00
		Pipe secondary supports	European Union	73.07	Set		1	Included above
		Crossover	European Union	73.07	Set		1	Included above
		Pipe bridges	European Union		Set		1	Included above
A4		Tank Material						
		Tank accessories	European Union		set	2,500.00	1	2,500.00
A5		Pipes all systems						
		Pipeing & Valves, Piping accessories, flanges, pipe supports, bolts, nuts, gaskets, instrumentations, Insulation, Cladding	European Union		Set	191,286.00	1	191,286.00
A6		ELECTRICAL SYSTEMS						
	A6.1	CONTROL SYSTEM						
		OPERATOR STATION			Set	274,270.00	1	274,270.00
		Operator workstation	European Union	85.36	Set		2	Included above
		Reporting workstation	European Union	85.36	Set		1	Included above
		Uninterrupted power supply	European Union	85.36	Set		1	Included above
		Automation server rack	European Union					Included above

PART-A. DETAILS OF GAS ENGINE, GENERATING SETS WITH AUXILIARIES

Sr No		Description	Contry of origin	HS Code	A/U	Unit Price (USD)	QTY	AMOUNT USD
	A6.1.2	CONTROL PANELS			Set	375,980.00	1	**375,980.00**
		Central common control panel	European Union	85.36	Set		1	Included above
		Central generating set control panel	European Union	85.36	Set		4	Included above
		Local generating set control panel	European Union	85.36	Set		4	Included above
		Auxiliary module panel	European Union	85.36	Set		4	Included above
		Weather station	European Union	85.36	Set		2	Included above
	A6.2	MEDIUM VOLTAGE SYSTEM			Set	336,640.00	1	**336,640.00**
		11 kV medium voltage switchgear cubicles	European Union	85.36	Set		6	Included above
		Neutral point cubicle	European Union	85.36	Set		4	Included above
	A6.3	LOW VOLTAGE SYSTEM			Set	92,640.00	1	**92,640.00**
		Station auxiliary transformer	European Union	85.46	Set		1	Included above
		Low voltage switchgear	European Union	85.46	Set		1	Included above
		Frequency converters	European Union	85.46	Set		3	Included above
		Auxiliary panels	European Union	85.46	Set		1	Included above
	A6.4	DC SYSTEM						
		DC system - 110 V	European Union	85.46	Pc	21,220.00	2	**42,440.00**
	A6.6	PLANT ELECTRIFICATION AND EARTHING						Included above
		CABLE RACEWAYS			Set	77,090.00	1	**77,090.00**
		Cable raceways	European Union	85.46	Set		1	Included above
		Cable raceways installation material, cover, bends, T-pieces, brackets, supports etc.	European Union	85.46	Set		1	Included above
		EARTHING ABOVE 0-LEVEL			Set	8,980.00	1	**8,980.00**
		Earthing cable installation material	European Union	85.46	Set		1	Included above
		FIRE/GAS DETECTION SYSTEM			Set	156,285.00	1	**156,285.00**
		Fire detection panels	European Union	38.13	Set		1	Included above
		Detectors, push buttons, sirens, alarm bells	European Union	38.13	Set		1	Included above
		Cables (Control and LV)	European Union	38.13	Set		1	Included above
		Conduit	European Union	38.13	Set		1	Included above
		Other accesories and installation material	European Union	38.13	Set		1	Included above
		Gas detection	European Union		Set		1	Included above
		LIGHTING AND BUILDING ELECTRIFICATION			Set	210,610.00	1	**210,610.00**
		Luminares	European Union	85.46	Set		1	Included above
		Lighting and HVAC panels	European Union	85.46	Set		1	Included above
		Accessories and installation material	European Union	85.46	Set		1	Included above
		LIGHTNING PROTECTION			Set	3,740.00	1	**3,740.00**
		Accessories and installation material	European Union	85.35	Set		1	Included above
	A6.7	Cables			Set	368,695.00	1	**368,695.00**
		Control, automation & communication cables	European Union	85.36	Set		1	Included above
		Medium voltage power cables & installation material	European Union	85.36	Set		1	Included above
		Low voltage power cables & installation material	European Union	85.46	Set		1	Included above
A7	**TOOLS**				Set	55,514.00	1	**55,514.00**
		Set engine maintenance tools	European Union	82.01	Set		1	Included above
		Set engine hand tools	European Union	82.01	Set		1	Included above
		Set tools for turbocharger	European Union	82.01	Set		1	Included above
A8	**Commissioing/Safety/Wear Spares**		European Union		Set	2,530,000.00	1	**2,530,000.00**
B1	**CIVIL STRUCTURES AND MATERIAL**							
	B1.1	BUILDING STRUCTURE			Set	1,200,000.00	1	**1,200,000.00**
		Steel Frame	European Union		Set		2	Included above
		Wall Panels	European Union		Set		2	Included above
		Load Bearing Steel Sheets	European Union		Set		2	Included above
		Roofing Steel Sheets,	European Union		Set		2	Included above
		Doors &Window	European Union		Set		2	Included above
		Mineral Wools	European Union		Set		2	Included above
		Process ventilation	European Union		Set		4	Included above
		HVAC	European Union		Set		1	Included above
		Cranes	European Union	84.26	Pc		1	Included above
		Other accesories and installation material	European Union		Set		2	Included above
		TOTAL AMOUNT						17,960,000.00

ANNEXURE-8B

Brand New Equipment List with Cost and H.S. Code of Gas Control Skid (To be Import)

No	Description	Qty	Unit	Brand		C/O	HS Code	Unit Price in USD	Total Price in USD
1	**GAS FILTERING & SUPPLY SYSTEM** **Two Stage Filter Separator, Level Gauge** with Pipe fitting, Flanges, Gaskets, Bolts & Nuts (6) sets	2	U (JEU/ PACK)	**Flash Point**		**India**	**8421399000**	**$ 20,000.00**	**$ 40,000.00**
2	**Orifice Meter** with Pipe fitting, Flanges, Gaskets, Bolts & Nuts (8) sets	2	U (JEU/ PACK)	**Canalta**		**Canada**	**8421399000**	**$ 35,750.00**	**$ 71,500.00**
3	**Control Pannel (1)U** with Pipe fitting, Flanges, Gaskets, Bolts & Nuts (4) sets	1	U (JEU/ PACK)	**Emerson**		**Singapore/ China**	**8537101200**	**$ 27,500.00**	**$ 27,500.00**
4	**Flow Computer2(U)**	2	U	**Emerson**		**Mexico/USA**	**8537101200**	**$ 35,750.00**	**$ 71,500.00**
5	**Filtration Skid** (With 6" Ball Valve (9)U, 1" Ball Valve(10)U, 0.5" Ball Valve(16)U, Temperature Element (RTD) (1)U, 2-Valve manifold (3)U, 0.5" Relief Valve(2)U, 1" Level Gauge(2)U,Temperature Gauge (1)U, Temperature Transmitter (1)U, Pressure Gauge (3)U, Differential Gauge(2)U, Pressure Transmitter (1) U, Flanges, Gaskets, Bolts & Nuts)	1	U (JEU/ PACK)	**Ball Valves** **Transmitter** **Gauges** **Relief Valve**	**Tartarini** **Emerson** **Wika** **Emerson**	**China** **India** **Germany/ Poland/ Singapore** **US/France/China**	**8481808200**	**$ 132,950.00**	**$ 132,950.00**
6	**Pressure Reduction Skid**	1	U	**Ball Valves**	**Tartarini**	**China**	**8481808200**	**$ 152,950.00**	**$ 152,950.00**

	(With 6" Ball Valve (1)U, 8"Ball Valve (3)U, 4" Ball Valve (2)U, 1" Ball Valve(4)U, 0.5" Ball Valve(24)U, Pressure Transmitter (2)U, Temperature Transmitter(2)U,3" Regulator (4) U, Slam Shut Valve (2)U, 1" Relief Valve (2)U, Pressure Gauge (6)U, Temperature Gauge (2)U, Temperature Element (RTD) (2)U, 2-Valve Manifolds (2)U, Flanges, Gaskets, Bolts & Nuts)		(JEU/ PACK)	**Transmitter** **Gauges** **Relief Valve** **Regulator & SSV**	**Emerson** **Wika** **Emerson** **Emerson**	**India** **Germany or Poland or Singapore** **US/France/China** **India**			
7	**Metering Skid** (With 8" Ball Valve(6)U, 0.5" Ball Valve(21)U, Pressure Gauge(3)U, Differential Pressure Transmitter(2)U, Pressure Transmitter (2)U, Temperature Element (RTD)(2)U, Chart Recorder(2)U, 2-Valve Manifolds(2)U, Chart Recorder Thermowell (2)U, Flanges, Gaskets, Bolts & Nuts)	1	U (JEU/ PACK)	**Ball Valves** **Transmitter** **Gauges** **Chart Recorder**	**Tartarini** **Emerson** **Wika** **Barton**	**China** **India** **Germany or Poland or Singapore** **USA**	**8481808200**	**$ 108,100.00**	**$ 108,100.00**
	Total (CIF) Yangon								**$ 604,500.00**

To be Import **Annexure- 8C**

Brand New Equipment List with Cost and H.S. Code of 230 kV Substation and Switch Yard.

Sr	Description	H S Code	Brand	Origin	Unit	Qty	Unit Price USD	Amount USD
1	Disconnecting switch with earthing device 245 kV, 2000A, 40kA, Outdoor Type Model : GW55-252D	85353020	ABB	China	Set	2	15,000.00	30,000.00
2	Disconnecting switch without earthing device 245 kV, 2500A, 40kA, Outdoor Type Model : GW55-252	85353020	ABB	China	Set	5	13,000.00	65,000.00
3	Three Pole operated SF6 circuit breaker 245 kV, 4000A, 40kA, Outdoor Type Model : LTB245E1	85352190	ABB	China	Set	3	45,000.00	135,000.00
4	Single Pole current transformer outdoor type 245kV, Current Ratio 200-400/1/1/1/1/1A, Burden 40VA, Cl 0.2s,0.2s,0.5,5P20,5P20 Model : LB7-252	85042199	ABB	China	Nos	10	7,800.00	78,000.00
5	Single Pole lightning arrestor 245kV, 10kA, 50HZ, Outdoor type Model : PEXLIM Q198-YH245	85354000	ABB	Sweden	Nos	13	3,000.00	39,000.00
6	Single pole, Capacitive voltage 245kV, Voltage Ratio 230/rt3 :0.11/rt3:0.11/rt3:0.11/rt3:0.11/rt3kV Burden 50VA, Cl 0.2,0.2,0.5, 3P Model : TYD 252	85042199	ABB	China	Nos	10	8,300.00	83,000.00
7	230KV Gantry (2 Column - (12+4)M, 1 Beam - 16.5M)	73082019	Bisung	Korea	Set	3	22,915.00	68,745.00
8	245kV Control & Protective Relay Panel for Transmission Feeder	85371099	ABB	Thailand	Set	2	31,000.00	62,000.00
9	Power Transformer 230/11kV, 50(60)MVA Vector Group : YNd11 Cooling Type : ONAN/ONAF	85042310	ABB	China	Set	1	767,000.00	767,000.00
10	245kV Control & Protective Relay Panel for Transformer	85371099	ABB	Thailand	Set	1	36,300.00	36,300.00
11	Earthing Material with Thermo-welded	85399019	-	UK/China		1	43,000.00	43,000.00
	120 mm Sq. HDSC							
	Dia 14,2 x 3000 Copper Clad Steel							
12	Control Cable	85444949	Taihan	Vietnam	LS	1	43,000.00	43,000.00
13	230 V DC Battery Bank	85068099	AGE	Sweden	Set	1	29,900.00	29,900.00

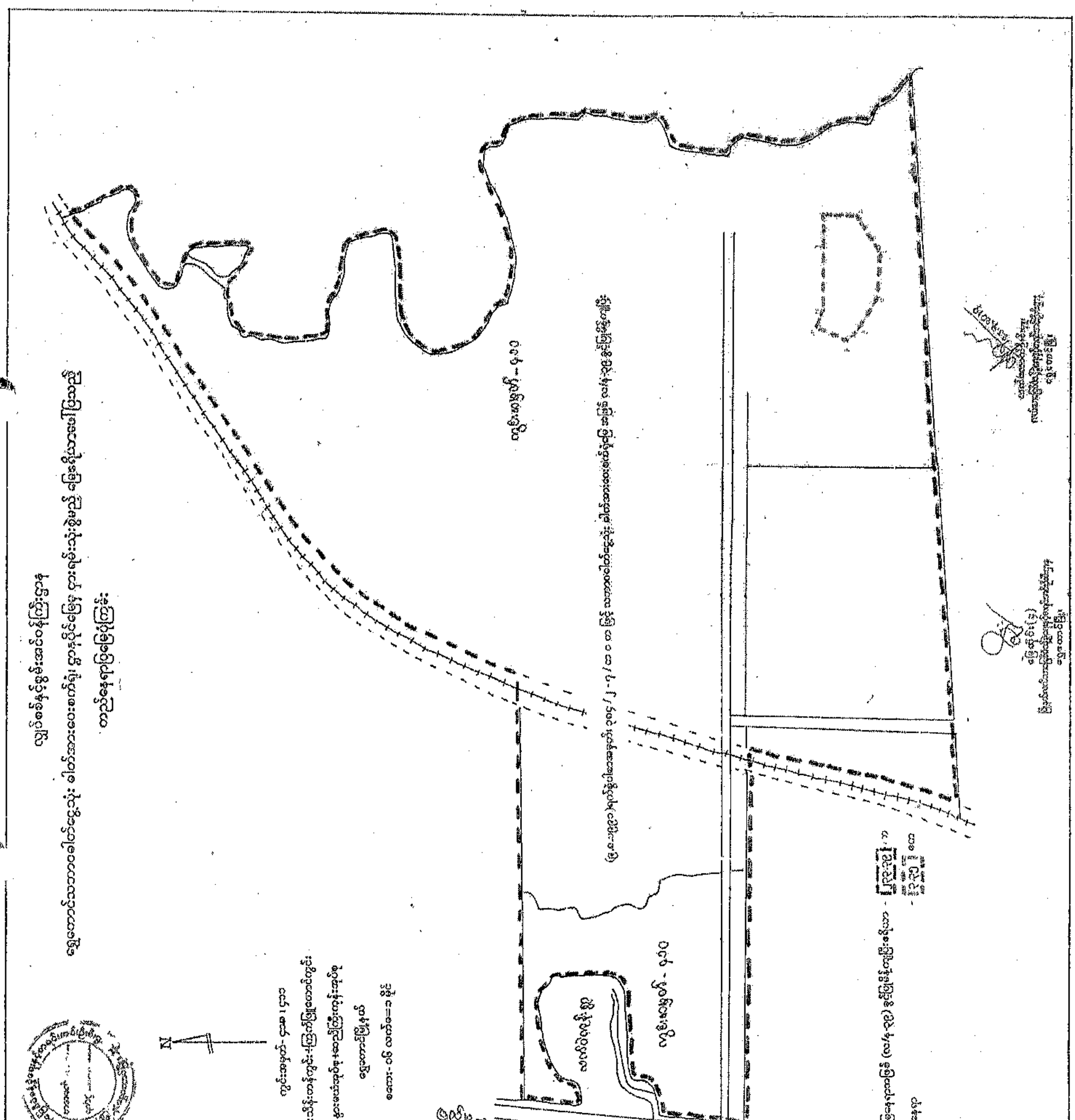
14	230 V Battery Charger	85069000	AGE	Singapor	Set	1	29,900.00	29,900.00
15	Cable Ladder/Tray & Accessories	73089099	-	-	LS	1	30,000.00	30,000.00
16	133/230kV Cu/XLPE/Corrugated Aluminum sheath, HDPE Sheath -- 1x800mm2	85446039	TBEA	China	Mtr	560	124.00	69,440.00
17	230 KV cable Suport	85446039	TEBA	China	LS	1	15,000.00	15,000.00
18	133/230 kV Outer Termination Kit with Structure	85479090	TBEA	China	Unit	6	13,045.00	78,270.00
19	AMR System	90283010	-	Thailand	Set	1	25,000.00	25,000.00
	Total USD							**1,727,555.00**

ANNEXURE-8D

Other Brand New Equipment List with Cost and H.S. Code for 40 MW Power Plant (To be imported)

SN	Material Details	Country of Origin	HS Code	Qty.	Unit	Unit Cost in USD	Total Amount in USD
1	400 kVA D G Set Make:- FG Wilson, Model P 450-3 Prime Power -- 400 KVa Soundproof Type	United Kingdom (Assembly in China)	85021310	01	Set	56,000	56,000
2	Water Treatment & Plant RO Water Plant	China/Malaysia	84212119	01	Unit	100,000	100,000
3	Minibus/Ferry for Staff 6-10 Setter	Japan/Korea	87021081	02	Unit	35,000	70,000
4	Car for Plant Directors Land Cruiser	Toyota-Japan	87032461	02	Unit	100,000	200,000
5	Control Room & Office Furniture	Vietnam/Thailand	94033000	01	Set	25,000	25,000
6	Engine Lube Oil	India/Thailand	27101943	50	KL	2,300	115,000
7	Transformer Oil	India/China	27101960	50	KL	2,100	105,000
						Total	**671,000**

Annexure- 9



Annexure - 10

THE REPUBLIC OF THE UNION OF MYANMAR

MINISTRY OF ELECTRICITY AND ENERGY

LAND LEASE AGREEMENT

BETWEEN

ELECTRIC POWER GENERATION ENTERPRISE

AND

MCM ELECTRIC POWER COMPANY LIMITED

FOR

70MW GAS FIRED POWER PLANT AT

SHWETAUNG (BAGO)

NAYPYITAW

<u>LAND LEASE AGREEMENT</u>

THIS LAND LEASE AGREEMENT (the "**Agreement**") is entered into on this [ ] day of [Month], [Year], by and between.

Electric Power Generation Enterprise, State Owned Enterprise managed by the Ministry of Electricity and Energy ("MOEE"), the Republic of the Union of Myanmar, that is responsible for power generation and bulk electric energy sales with its head office at Office Building No. 27, Nay Pyi Taw (hereinafter referred to as "**EPGE**" which expression shall include its successors and permitted assigns) represented by U Than Naing Oo, Managing Director of the one part;
And
MCM Power Company Limited, a limited liability company incorporated and registered under the laws of the Republic of the Union of Myanmar, having legal address at No. 20/21, ~~Seven Mile Hills,~~ Thukhawaddy Street~~Pyay Road~~, (6) Ward, Yankin ~~Mayangone~~ Township, Yangon, Myanmar (hereinafter referred to as the "Company" which expression shall include its successors, legal representatives and permitted assigns) represented by Daw Khin New Mar Tun ~~U Aung Hlaing Oo~~, of the other part.
Upon signature of this Agreement by representatives of EPGE and the Company, this Agreement shall come into force with immediate effect.

In this Agreement, EPGE and the Company are hereinafter referred to individually as the "**Party**" and collectively as the "**Parties**".

WHEREAS:

(A) EPGE and the Company have entered into a power purchase agreement on [Day/Month/Year] (hereinafter referred to as the "**PPA**") whereby the Company agreed to construct on the Land (as defined below) a [70] MW gas-fired power plant (hereinafter referred to as the "**Power Plant**").

(B) EPGE is the owner of a plot of land in Shwe Taung, Bago Regin. EPGE intends to lease to the Company a total area of [Acres] as described in the photocopies of the land title documents attached hereto as **Attachment 1** and deemed as a part hereof (hereinafter referred to as "**the Land**").

(C) EPGE is desirous to lease the Land to the Company, and the Company is desirous to lease the Land from EPGE, for the period set out in Section 9 on the terms and conditions contained in this agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. DEFINITION AND CONSTRUCTION

1.1 Capitalized terms not otherwise defined in this Agreement shall have the meanings ascribed to them in the PPA.

2. PURPOSE AND GENERAL CONDITIONS OF LEASE

2.1 The Company shall use and have the benefit of the Land for the purpose of constructing, operating and maintaining the Power Plant and all related facilities, buildings, structures, roads and other associated infrastructure and appurtenances to produce and sell electricity to EPGE in accordance with the PPA. EPGE agrees that only the Power Plant, part of the Transmission Facilities, and all related facilities, buildings, structures, roads and other associated infrastructure and appurtenances shall be built on the Land. For avoidance of doubt, the Company shall not be allowed to build any residential building(s) for the Company's employees inside the Land.

2.2 EPGE agrees to grant a lease over the Land to the Company, on an exclusive basis (24 years from Commercial Operation Date), free and clear of any claims, rights and encumbrances of third parties, to construct, operate and maintain the Power Plant and all related facilities, buildings, structures, roads and other associated infrastructure and appurtenances, by the Company and/or any of its contractors and subcontractors, and otherwise perform its obligations under the PPA and each other Project Agreement.

3. WARRANTY AND REPRESENTATION WITH RESPECT TO DUE AUTHORIZATION TO ENTER INTO THIS AGREEMENT

Each Party represents and warrants to the other Party that it is a legal person duly authorized under the relevant laws and has the right, powers, sound financial standing and authority to enter into this Agreement.

4. AMENDMENT OF THE AGREEMENT

In the event that any situation or condition arises due to circumstances not envisage in this Agreement and it warrants amendment to this Agreement, the Parties shall make the necessary amendments, which shall be made only in writing signed by both Parties.

5. RETRANSFER OF THE LAND

At the end of the Lease Term as defined in Section 9 below, the Company shall, subject to Section 13.1 of this Agreement regarding the six-month period allowed for the Company to remove the Power Plant, transfer the Land to EPGE within three (3) months in good condition, on the handover of the Facility when the Term of PPA ends.

Comment [Y1]: PPA is BOT, no need to remove the Power Plant ??

6. CONDITION PRECEDENT

All the provisions of this Agreement shall come into full force and effect upon the signature of this Agreement by representatives of EPGE and the Company.

7. PROTECTION OF ENVIRONMENT

The Company shall be responsible for the protection and preservation of the environment in and around the Land and shall be obliged to control pollution of air, water and land and not to cause any environmental degradation as required by the Laws. The Company shall also

take necessary measures in order to take environmental protections in accordance with the Laws. The Company will take every activity related to environmental mitigation according to environmental management plan accompanying with PPA and will also take necessary measures in order to take environmental protection in accordance with the laws.

8. RENT AND PAYMENT

8.1 The rental rate is [4,050] US Dollars (USD [four thousand and fifty]) per acre per year (hereinafter called the "**Rental Rate**"). Based on the Rental Rate, the total annual payment by the Company shall be United States Dollars (13,567.50 ~~40,500~~) (USD thirteen ~~forty~~ thousand ~~and~~ five hundred, sixty seven and fifty cents). The Lessee shall pay the commercial tax (5%) on total annual payment.

Comment [Y2]: Total land is 3.35 acre only, therefore, 4,050USD*3.35 acre = 13,567.50 USD per year

8.2 The Rental Rate may be changed upon mutual agreement in accordance with market inflation rate of land acquisition.

8.3 Payment of the annual rental for the Land calculated at the Rental Rate shall commence from the Commercial Operation Date of Power Plant until end of Lease Term.

8.4 The first payment for annual rental shall be made by the Company to EPGE within thirty (30) days from the Commercial Operation Date. Thereafter the annual rental payment shall be made within thirty (30) days from each anniversary of the Commercial Operation Date.

8.5 If the Company delays in the payment of the annual rental, the Company shall pay a penalty of 0.02% per day on the outstanding rental until full payment thereof.

9. LEASE TERM

9.1 The term of this Agreement shall be a period commencing from the date of this Agreement until the date that is twenty-four (24) years from the Commercial Operation Date (as defined in the PPA), unless extended or terminated prior to its expiry in accordance with this Agreement (the "**Lease Term**").

9.2 If the term of the PPA is extended or early terminated, this Agreement shall be extended or early terminated so that the Lease Term expires on the same date and at the same time as the PPA.

10. LEASE REGISTRATION

10.1 The Company shall arrange and complete the registration of this Agreement at the relevant Governmental Authority within [four (4) months] days of signing of this Agreement.

10.2 All taxes, duties and fees including but not limited to any and all expenses incurred in relation to the registration of this Agreement and any renewal thereof shall be borne by the Company at applicable laws.

11. THE COMPANY'S COVENANTS

Throughout the Lease Term, the Company hereby covenants with EPGE as follows:

11.1 The Company shall use the Land for the purposes set out in Section 2, and no other businesses shall be carried out on the Land other than those set out in Section 2.

11.2 The Company shall neither use, nor permit the use of, the Land or any part thereof for any illegal or immoral purposes.

11.3 Other than being assigned or transferred in accordance with Section 23.4 of the PPA, the Land shall not be partially or wholly subleased, assigned or transferred to any person without any prior written consent of EPGE, which consent may be withheld by EPGE's sole discretion.

12. THE EPGE'S COVENANTS

Throughout the Lease Term EPGE hereby irrevocably and unconditionally represents and covenants with the Company, as follows:

12.1 EPGE is the owner of the Land and EPGE has the full legal right, without any restriction, to lease the Land to the Company for the purpose of the Project;

12.2 with respect to land usage right categorization, the type of use of the Land shall allow the Company to construct and operate the Power Plant thereon in full compliance with the law of Myanmar;

12.3 there are no outstanding actions, disputes, claims or demands between EPGE and any third party affecting EPGE's title to the Land or its right or ability to enter into this Agreement;

12.4 the Company shall have the right, with consent of EPGE, to make changes on the landscape, to erect, construct or build any buildings or the Power Plant, and all related facilities, buildings, structures, roads, and other associated infrastructure and appurtenances upon or under the Land, to dig, excavate or fill and plant or grow any trees or other plantations upon or under the Land;

12.5 EPGE shall use best endeavors to assist the Company to obtain land use rights, access rights, easements and other access rights over the site(s) for purposes incidental to the construction and/or the operations of the Facility;

12.6 EPGE shall unconditionally co-operate with the Company in applying for all necessary construction or other permits that may be required; and

12.7 the Land has access to the public road, whether directly or through a private road, and the Company is entitled at all times to use such access and enjoy the use of the Land free of charge, and further the access will be certified on registration of this Agreement;

13. TERMINATION AND DEFAULT

13.1 If:

(a) the Company commits a breach of a material provision of this Agreement and/or the PPA;

(b) such breach constitutes an event of default under, and is terminated by EPGE pursuant to, Section 10.2.1 (Termination by EPGE) of the PPA; and

(c) EPGE does not issue a Purchase Notice (as defined in Schedule 23 (Termination) of the PPA),

then either Party may terminate this Agreement without any further liability whatsoever under this Agreement by giving to the other Party at least six (6) months' written notice after the conclusion of all negotiations or arbitration, upon which the Company shall be entitled to remove and relocate (within twelve (12) months) the Power Plant and all related facilities and structures, including all the alterations, additions, structures, fixtures, fittings, installations, equipment, machinery, furniture and furnishings which are constructed or installed by the Company on the Land.

14. MINERAL RESOURCES AND TREASURE

Any mineral resources, treasures, gems and other natural resources discovered unexpectedly from in or under the Land leased hereunder during the Lease Term shall be the property of the Government of the Republic of the Union of Myanmar.

As a result of the excavation of such mineral resources, treasures, gems and other natural resources by the Government of the Republic of the Union of Myanmar:

(a) any loss or damages incurred by the Company shall be compensated by EPGE; and

(b) any delay in achieving any milestone date by the Company under the Power Purchase Agreement shall be deemed to be a delay caused by Governmental Force Majeure.

15. NOTICES

Any notice or communication, written in English, to be served to the other Party shall be made to the respective address as set out below by registered mail, which shall be deemed to have been received by the other Party on the date the mail reaches the other Party or is expected to reach the other Party.

If either the Company or EPGE changes address, the Party that changes address shall notify the other Party within thirty (30) days after the date of the change.

EPGE

Name:	U Than Naing Oo
Position:	Managing Director
Organization:	Electric Power Generation Enterprise Ministry of Electricity and Energy
Address:	Building No.27, Ministry of Electricity and Energy, Nay Pyi Taw, The Republic of the Union of Myanmar
Phone:	+95 (067) 8104192
Email:	[ ]

The Company

Name:	Daw Khin Nwe Mar Tun ~~Mr. Aung Hlaing Oo~~
Position:	~~Managing~~ Director
Company:	MCM Power Company Limited
Address:	No. 20/21, ~~Seven-Mile-Hills~~, Thukhawaddy Street ~~Pyay-Road~~, (6) Ward, Yankin ~~Mayangone~~ Township, Yangon
Phone:	[+95 9 420050888—]
Email:	[knmt77@gmail.com—]

16. LANGUAGE

This Agreement is made in the English language, which shall prevail over any other languages (including the Myanmar language) into which this Agreement may be translated.

17. DISPUTE RESOLUTION

Section 14 (Dispute Resolution) of the PPA shall be incorporated into this Agreement as if that Section 14 of the PPA were set out in full in this Agreement and as if references in that Section 14 of the PPA to "this Agreement" were references to this Land Lease Agreement.

18. WAIVER OF IMMUNITY

EPGE hereby: (a) unconditionally and irrevocably agrees that should any proceedings be brought against it or its assets in relation to this Agreement or any transactions contemplated by this Agreement, no immunity (sovereign or otherwise) from such proceedings shall be claimed by or on behalf of itself or with respect to its assets; (b) waives any right to immunity which it or any of its assets now have or may in the future have in any jurisdiction in connection with the proceedings, and (c) consents generally with respect to the enforcement of any judgment against it in any process in connection with the proceedings (including the making, enforcement or execution against or with respect to any assets whatsoever regardless of the use or intended use of the assets).

19. FORCE MAJEURE OR GOVERNMENTAL FORCE MAJEURE

If either Party is temporarily rendered unable, wholly or in part, by Force Majeure or Governmental Force Majeure (as defined in the PPA) to perform it duties or accept performance by the other Party under this Agreement, it is agreed that the Affected Party

shall give written notice to the other Party as soon as reasonably practicable after the occurrence of the cause relied upon giving full particulars in writing of such Force Majeure or such Governmental Force Majeure. The duties of such Party as are affected by such Force Majeure or such Governmental Force Majeure shall be suspended during the subsistence and continuance of the inability or delay so caused, but for no longer period, and the Affected Party shall use reasonable efforts prevent or mitigate the consequences of the adversely affected performance by such affected Party as a result of such Force Majeure or such Governmental Force Majeure. Neither Party shall be responsible for delay damage or loss caused by Force Majeure or Governmental Force Majeure.

20. RIGHT OF RE-ENTRY

If the Company in any substantial respect fails to perform or observe the terms and conditions of this agreement and fails to rectify such non-performance or non-observance within [45] days from the date of notification from the EPGE of such default, EPGE shall be at liberty to re-enter upon and take possession of the Facility, buildings, land, machinery and equipment and any part thereof and the lease shall thereupon cease and terminate with a notice of such intention to the Company.

If the Company is in breach of the terms and conditions of the Agreement, EPGE will give notice which mention to repair or abide by the aforesaid terms and conditions to the Company. During the period of notice, if the Company fails to carry out or repair his fault, EPGE should return to take possession of the lease items. But such of re-entry shall not prejudice and right of EPGE for recovery of money from the Company by way rent or compensation for damages.

21. GOVERNING LAW

This Agreement and all transactions contemplated hereby shall be governed by, construed and enforced in accordance with the laws of the Republic of the Union of Myanmar.

IN WITNESS WHEREOF, the undersigned being duly authorized thereto by their respective Parties, have signed this Agreement.

For and on behalf of EPGE	For and on behalf of the Company
U Than Naing Oo	[Daw Khin Nwe Mar Tun–]
Managing Director	Director
Electric Power Generation Enterprise	MCM POWER COMPANY LIMITED

In the present of

Witness	Witness
Dr Kyaw Swar Soe Naing	Daw Noe Noe Su Aung
Chief Engineer	Director
Thermal Power Department	MCM POWER COMPANY LIMITED
Daw Aye Aye Mon	Daw Tin Tin Soe
General Manager (Finance)	Manager (Finance)

Annexure -11

MCM POWER COMPANY LIMITED

FOREIGN PERSONAL

SN	Designation	Year 1			Year 2			Year 3			Year 4			Year 5		
		No of Employee	Month	Years	No of Employee	Month	Years	No of Employee	Month	Years	No of Employee	Month	Years	No of Employee	Month	Years
1	Plant In Charge	1	4000	48,000	1	4000	48,000	1	4500	54,000	1	4500	54,000	1	5000	60,000
2	Mechanical Engineer	4	3000	144,000	4	3000	144,000	4	3500	168,000	4	3500	168,000	4	4000	192,000
3	Electrical Engineer	4	3000	144,000	4	3000	144,000	4	3500	168,000	4	3500	168,000	4	4000	192,000
4	Supervisors	4	2000	96,000	4	2000	96,000	4	2500	120,000	4	2500	120,000	4	3000	144,000
	Total	**13**		**432,000**	**13**		**432,000**	**13**		**510,000**	**13**		**510,000**	**13**		**588,000**

Lowest Salary First Year - $ 2000
Highest Salary First Year - $ 4000

MCM POWER COMPANY LIMITED
LOCAL PERSONAL

SR. NO	Designation	Year 1			Year 2			Year 3			Year 4			Year 5		
		No of Employee	Month	Year	No of Employee	Month	Year	No of Employee	Month	Year	No of Employee	Month	Years	No of Employee	Month	Years
1	Sr. Mechanical Project Engineers	1	1,500,000	18,000,000	1	1,500,000	18,000,000	1	1,700,000	20,400,000	1	1,700,000	20,400,000	1	1,800,000	21,600,000
2	Sr. Electrical Project Engineers	1	1,400,000	16,800,000	1	1,400,000	16,800,000	1	1,600,000	19,200,000	1	1,600,000	19,200,000	1	1,700,000	20,400,000
3	Mechanical Engineer	4	1,400,000	67,200,000	4	1,400,000	67,200,000	4	1,600,000	76,800,000	4	1,600,000	76,800,000	4	1,700,000	81,600,000
4	Electrical Engineer	4	1,200,000	57,600,000	4	1,200,000	57,600,000	4	1,400,000	67,200,000	4	1,400,000	67,200,000	4	1,500,000	72,000,000
5	Civil Engineers	2	1,000,000	24,000,000	2	1,000,000	24,000,000	1	1,200,000	14,400,000	-	-	-	-	-	-
6	HR Manager	1	1,000,000	12,000,000	1	1,000,000	12,000,000	1	1,200,000	14,400,000	1	1,200,000	14,400,000	1	1,300,000	15,600,000
7	Plant operators	12	1,000,000	144,000,000	12	1,000,000	144,000,000	12	1,200,000	172,800,000	12	1,200,000	172,800,000	12	1,300,000	187,200,000
8	Administrative Staff	2	800,000	19,200,000	[illegible]	800,000	19,200,000	2	1,000,000	24,000,000	2	1,000,000	24,000,000	2	1,100,000	26,400,000
9	Commercial Staff	1	800,000	9,600,000	1	800,000	9,600,000	1	1,000,000	12,000,000	1	1,000,000	12,000,000	1	1,100,000	13,200,000
10	Office Assistant	2	600,000	14,400,000	2	600,000	14,400,000	2	700,000	16,800,000	2	700,000	16,800,000	2	800,000	19,200,000
11	Electrician	4	600,000	28,800,000	4	600,000	28,800,000	4	700,000	33,600,000	4	700,000	33,600,000	4	800,000	38,400,000
12	Driver	4	500,000	24,000,000	4	500,000	24,000,000	4	600,000	28,800,000	4	600,000	28,800,000	4	700,000	33,600,000
13	Cleaner	2	200,000	4,800,000	2	200,000	4,800,000	2	300,000	7,200,000	2	300,000	7,200,000	2	400,000	9,600,000
	Total	**40**		**440,400,000**	**40**		**440,400,000**	**39**		**507,600,000**	**38**		**493,200,000**	**38**		**[illegible]**

Lowest Salary First Year - 200000 Kyats
Highest Salary First Year - 1500000 Kyats

Remark: During the construction, the maximum number of manpower at site will be approximately 300 persons in a day. From 300, about 30 persons are Foreigners and 270 are Myanmar / Local persons.

Annexure - 11A.

Annexure-12

Myanmar Chemical & Machinery Co., Ltd.

No.2, Seven Mile Hills, Pyay Road (Corner of Parami Road), Mayangone Township, Yangon, Myanmar.

Tel : 951-654366, Fax : 951-654365, Email : info@mcmpacific.com

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သို့

ညွှန်ကြားရေးမှူးချုပ်၊

ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာန

သယံဇာတနှင့်သဘာဝပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဝန်ကြီးဌာန၊

နေပြည်တော်။

ရက်စွဲ ။ ။ 06/11/2019

စာအမှတ် ။ ။ MCM/036/2019

အကြောင်းအရာ။ ။ ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်း (EIA) ပြုလုပ်ရန်အတွက် Project Proposal နှင့် ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်း(EIA)ပြုလုပ်ရန် ရွေးချယ်ထားသော တတိယ အဖွဲ့အစည်း (Consultant) အမည်စာရင်းတင်ပြခြင်း။

၁။ အထက်ပါအကြောင်းအရာပါကိစ္စနှင့်စပ်လျဉ်း၍ ကျွန်တော်များ Consortium of Myanmar Chemical & Machinery Co., Ltd and POSCO International Company မှ တည်ဆောက်လျက်ရှိသော ရွှေတောင်(70) MW ဓာတ်အားပေးစက်ရုံ တည်ဆောက်ရေး စီမံကိန်းအတွက် 4/11/2019 ရက်နေ့တွင် DICA ၌ ကျင်းပသော မြန်မာနိုင်ငံ ရင်းနှီးမြှုပ်နှံမှုကော်မရှင် အဆိုပြုချက်စိစစ်ရေး အဖွဲ့၏ (၃၈/၂၀၁၉) ကြိမ်မြောက် အစည်းအဝေး တွင် ပတ်ဝန်းကျင်ထိခိုက်မှုဆန်းစစ်ခြင်း (EIA) ပြုလုပ်ရန် နှင့် Scoping Report ကို အချိန်မီ ပြင်ဆင်တင်ပြရန် ညွှန်ကြားချက်ရရှိခဲ့ပါသည်။

၂။ အဆိုပါ ညွှန်ကြားချက်အရ ပတ်ဝန်းကျင်ထိခိုက်မှု ဆန်းစစ်ချက်လုပ်ငန်းများ စတင်ဆောင်ရွက်နိုင်ရန် နှင့် ၎င်း လုပ်ငန်းများ ဆောင်ရွက်နိုင်ရန်အတွက် ပတ်ဝန်းကျင်ထိန်းသိမ်းရေးဦးစီးဌာနမှ အသိအမှတ်ပြုထားသော ပတ်ဝန်းကျင်ထိန်းသိမ်းရေး အတိုင်ပင်ခံအင်ဂျင်နီယာအသင်း (ရန်ကုန်) Environmental Conservation Consulting Engineers' Association (Yangon) နှင့်ဆွေးနွေးညှိနိုင်း သဘောတူထားပါသဖြင့် EIA လုပ်ငန်းစဉ်များအား ECCEA – Yangon အဖွဲ့မှ ဆောင်ရွက်ခွင့်ပြုပေးနိုင်ပါရန် မေတ္တာရပ်ခံတင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

Aung Hlaing Oo

Managing Director

Myanmar Chemical & Machinery Co., Ltd

(On Behalf of Consortium)

မိတ္တူ ။ ။ ဦးဆောင်ညွှန်ကြားရေးမှူး(လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း)

REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATURAL RESOURCES AND ENVIRONMENTAL CONSERVATION
ENVIRONMENTAL CONSERVATION DEPARTMENT

APPLICATION FORM OF PROJECT PROPOSAL

This is the official application form of project proposal under *Environmental Impact Assessment Procedure Notification No.616/2015*. This form shall be completed in its entirety and submitted to the Environmental Conservation Department, Ministry of Natural Resources and Environmental Conservation, along with all required Project Proposal.

Project Proponent Information					
Proponent Name:	Consortium of Myanmar Chemical & Machinery Co., Ltd. and POSCO International Co.,		Company Registration Number by DICA (if any):		
Contact name of Proponent:	Daw Yee Yee Htwe				
Proponent's address for correspondence:	No. 20/21, Thukhawaddy Street, Yankin Township, Yangon, Myanmar.				
Telephone (fixed/mobile):	09 5201772	Fax:		Email address:	tml@pps-mm.com
Give details of any group(s) of companies that the Proponent forms part of (e.g. joint venture):					

Project Information				
Project Title	Garment Factory			
New / Existing development	√	New project	☐	Modification, amendment, expansion or upgrading of the project
Project Location (Address)	No.105, PanpenkaungMaungKhat Road, Industrial Zone 4, ShwePyiThar T/S , Yangon.			
Longitude/Latitude of the project:				
Size and scale of project components:				

Type of project (Choose the most suitable development type; see also Annex 1 of EIA Procedure Notification No.616/2015)

☐Special Investment Projects	√ Energy Sector Development	☐Agriculture, Livestock and Forestry Development	☐ Manufacturing
☐ Waste management	☐ Water supply	☐ Infrastructure and service development	☐ Transportation
☐Mining	☐Other (Please specify)		

Specific factors (multiple choices permitted; see also Article 25 of EIA Procedure Notification No.616/2015)

☐Forest conservation area (including biodiversity reserved area)	☐Public forest	☐ Park (including marine parks)	☐Mangrove swamp
☐ Any other sensitive coastal area	☐Wildlife sanctuary	☐Scientific reserve	☐Nature reserve
☐ Geophysically significant reserve	☐Any other nature reserve	☐ Protected cultural heritage area	☐ Protected archeological area or area of historical significance
☐Other (Please specify)	Industrial Zone		

Potential adverse impacts by the proposed project (multiple choices permitted)

√ Air pollution	☐Water pollution	☐Solid waste	☐Waste water	√ Noise and vibration
☐Soil contamination	☐Land subsidence	☐Odors	☐Land degradation	☐Soil erosion
☐Sedimentation	☐Water use change	☐Health and safety	☐Climate change	☐Socio-economic

☐Other (Please specify)Particulate Matter (PM) Emission				

Describe briefly the potential adverse impacts.	According to the nature of the gas engine generator power plant, it will have low impact on natural environment and low environmental impact will be air pollution and noise and vibration.

Describe briefly the activities that may cause those impacts. Running the gas engine generators and electrical equipment.

Has any community consultation been conducted? If so, please provide details.

Declaration of Compliance (Representative of the project proponent)

I, the undersigned Proponent (or representative, there of), hereby state that the information provided in/with this application is accurate and complete. I declare that I, and my agents, will comply with all applicable laws, regulations and guidelines relevant to this project.

Signature: [signature]

Date of submission: (dd/mm/yyyy) 06/11/2019

Name: Daw Yee Yee Htwe

Attach required information, including: 1) maps, plans, and drawings that detail the project proposal; 2) detailed description of the activity/project component; 3) copies of any existing license, agreement, or memorandum established with Republic of the Union of Myanmar government; 4) the results of any technical/ feasibility studies completed for the proposal.

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Date received: Project Identification Number:

Recorded by: Classification ☐EIA ☐IEE ☐No requirement

Additional comments, notes or recommendations (attached if necessary):

REPUBLIC OF THE UNION OF MYANMAR
MINISTRY OF NATURAL RESOURCES AND ENVIRONMENTAL CONSERVATION
ENVIRONMENTAL CONSERVATION DEPARTMENT

SUBMISSION FORM OF SELECTED CONSULTANTS FOR ENVIRONMENTAL IMPACT ASSESSMENT

This is the official submission form of selected consultants for Environmental Impact Assessment under *Environmental Impact Assessment Procedure Notification No.616/2015.* This form shall be completed in its entirety and submitted to the Environmental Conservation Department, Ministry of Natural Resources and Environmental Conservation, along with all required information.

Project Proponent Information

Proponent Name: Consortium of Myanmar Chemical & Machinery Co., Ltd. and POSCO International Co.,	Company Registration Number by DICA (if any):
Contact name of Proponent: Daw Yee Yee Htwe	
Proponent's address for correspondence: No. 20/21, Thukhawaddy Street, Yankin Township, Yangon, Myanmar.	

Telephone (fixed/mobile): 09 5201772 Fax: Email address: tml@pps-mm.com

Project Information

Project Title	Shwe Taung (70) MW Power Plant Project
Project Location (Address)	Shwe Taung Power Plant, Shwe Taung Township, Bago Division.

Members of EIA preparation

Team Leader of the team

Name (Sur name, Given name)	Registration / License No. by ECD	Organization	Contact details	Area of expertise
U Soe Myint	0165	Environmental Conservation Consulting Engineers Association	No. 92, Kant kaw Myaing Lane 2, Block-33, North Dagon Tsp., Yangon (09-401600255)	Facilitation, Socio-Economy & OSH

Member of the team (except the team leader)

Name (Sur name, Given name)	Registration / License No. by ECD (if registered)	Organization	Contact details	Area of expertise
Dr. Maung Maung Hlaing	0191	Environmental Conservation Consulting Engineers Association	N0. 14(I), Y.T.U. Compound, East Gyogone, Insein Township, Yangon. (09-5052179)	Cultural Heritage Impact Assessment
U Khin Maung Htaey	0151	Environmental Conservation Consulting Engineers Association	No. (660/B), 9th Street South, East Gyogone Qtr., Insein Tsp., Yangon. (09-5180261)	Sanitation System
Daw Htay Htay Win	0145	Environmental Conservation Consulting Engineers Association	No. 140/7, U Wizarya Lane, Myaynigone, San Chaung Tsp. Yangon, Myanmar (09-5301824)	Soil Assessment

Daw Mu Mu Aye	0049	Depart of Higher Education.	No. 10, Block (52), May Flower Street, Nawaday Garden Housing, Hlaing Tharyar Tsp., Yangon. (095028189)	Biodiversity Assessment
U Yan Naing Aung	0107	Environmental Conservation Consulting Engineers Association	N0. 14(A), Y.T.U Compound, East Gyogone, Insein Township, Yangon. (09- 797508797)	Waste Management, Impact Assessment & Mitigation Plan
Dr. Htin Lin	0214	Environmental Conservation Consulting Engineers Association	6 (A), Staff Housing, Y.T.U Compound, East Gyogone, Yangon, Myanmar (09-400410533)	Traffic Impact Analysis
U Myint Maung Maung Than	0159	Environmental Conservation Consulting Engineers Association	F Hall Teachers Hostel , Y.T.U Compound, East Gyogone, Yangon. (09-974116166)	Noise & Vibration Air Quality Assessment & EMP Drafting
U Phyo Maung Maung	0162	Environmental Conservation Consulting Engineers Association	No.36, Room 12, Baho Road, Aung Chan Thar Ward, Sanchaung Tsp, Yangon, Myanmar (09-420069013)	Public Consultation & Social Survey
U Lin Thura Aung	0157	Environmental Conservation Consulting Engineers Association	No. 30, Thuta Street, Ward No. (4), South Okklapa Tsp, Yangon, Myanmar (09-402644319)	Pollution Control , Scoping & TOR Drafting
U Kyaw Zin Latt	0154	Environmental Conservation Consulting Engineers Association	MES Building, Hlaing Universities Campus, Haling Township, Yangon, Myanmar 09420067497	Geological Assessment
Dr. Soe Thein	Yet to Submit	Electrical Power Engineering Department YTU	Hostel D, YTU Campus, East Gyogone, Insein, Yangon. (09-420109338)	Operations Analysis
U Aung Kyaw Lin	0117	Higher Grade Pleader Lawer License No. 41070	No. 99 , 1st Floor Seikkanthar Street, Kyauktata Township, Yangon (09450542734)	Legal Analysis

Signature (Representative of the project proponent)

Signature:		Date of submission: (dd/mm/yyyy)	06/11/2019
Name:	Daw Yee Yee Htwe		

FOR OFFICE USE ONLY

Date received:

Project Identification Number:

Recorded by:

Additional comments, notes or recommendations (attached if necessary):

Annexure-13

INVESTMENT PLAN & FINANCIAL ANALYSIS

A. INVESTMENT PLAN:-

The current estimated total project cost for a Gas Fired Generator Power Plant is approximately 0.798 Million USD/MW. The proposed Investment & financial structures are as follows:-

PARTICULARS	USD (IN MILLIONS)
Investor & Equity Ratio	65:35
Total Equity -35%	12.267
MCM Group Investment 91%	11.163
POSCO Investment 9%	1.104
Investor from Abroad – 65%*	22.783
Total Project Cost #	35.05

In total project cost we consider:- Site Development, Pre-project expenses, EPC cost, Consultancy & Engineering, Start-up Expenses, Preliminary & Pre-operative expenses, Interest During Construction, Jetty Development & Transmission Line etc.

A financial analysis of the project has been carried out over a 10-15 year operating period of the plant and the project profitability in terms of projected Cash Flow, Profit and Loss statement, Break-Even Point and Internal Rate of Return are presented in the following paragraphs.

B. ANNUAL POWER GENERATION POTENTIAL & SALES:-

The annual power generation potential of the proposed power plant, its auxiliary power consumption and net send out power along with unit cost of sale and total annual sales realization are given in Table.

Power Generation Potential and Sales

Parameter	1st Year
Installed Capacity of Plant in MW	40
As per PPA Generation Guaranty in MW	28
Annual days, days/year	365
Plant load factor, %	85
Total power generated, Million units/year (39.2)	292.19
Total power generated, Million units/year -Guaranty	**208.48**
Auxiliary power consumption of IPP, Million units/year	5.84
Net power exported from IPP, Million units/year	286.35
Selling price per unit, US Cent 100% of Exported Power sold to Grid including Tax.	3.19
Annual sales realization including Tax Million USD	9.13

C. MODE OF FINANCING, DEPRECIATION & INTEREST:-

The total capital investment for the project including the capitalised interest during construction is estimated at 35.05 Million USD as indicated in Chapter. The debt to equity ratio for the project has been assumed at 70:30 and therefore, about 24.54 million USD will need to be obtained as long-term loan and about 10.52 million USD in the form of equity share capital. The working capital requirement is estimated at about 0.83 million USD in the first year at PLF of 85%. Of this, an amount of 0.207 million USD which is 25% of total working capital is added to the project cost as Margin Money.

Depreciation has been provided as per international guidelines, at 5.28% for computing straight-line depreciation.

Interest on long term loan has been computed at 8% per annum. Repayment of loan has been considered based on quarterly instalments for nine years, commencing from second year of date of commencement of operation of the project. Thus a moratorium period of 34 months including the construction period has been taken into this computation. For the short-term bank borrowings, interest charges have been computed at 12%.

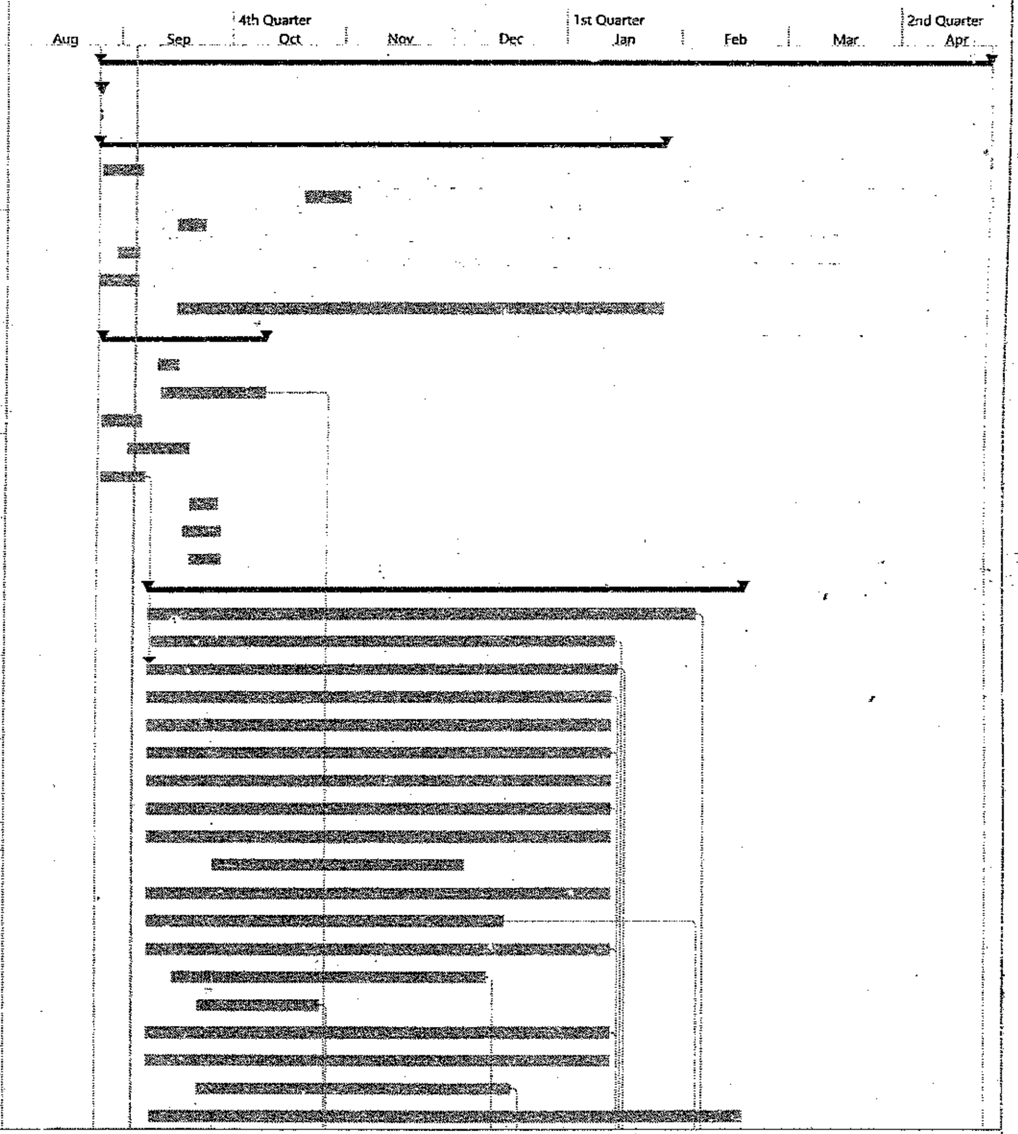
D. FINANCIAL HIGHLIGHTS

The financial highlights of the project are presented in the below Table.

Financial Highlights

S.N.	Description	Unit	Value
1	Total project cost	Mill USD	35.06
2	Debt	Mill USD	24.54
3	Equity	Mill USD	10.52
3	PLF assumed	%	1st Yr - 85, 2nd Yr onwards 85
4	PBT in 2nd year at PLF 85%	Mill USD	0.58
5	PAT in 2nd year at PLF 85%	Mill USD	0.58
6	Debt Service coverage Ratio2nd year		0.94
	Average over loan repayment period		1.06
7	IRR	%	
	Before tax		6.60%
	After tax		5.60%
8	Loan repayment period	Years	Moratorium - 1 year from date of commissioning
			Repayment - 9 years in 4 equal quarterly instalments per year.
9	Interest on loan	%	
	Long term		8.00%
	Short term for Working capital		12.00%
10	Project construction period	Months	8
11	Installed Generation capacity	MW	39.2
12	Average plant operating days/year	days	345
13	Power selling price in without Tax	$/Unit	0.0303
14	Generation cost in 2nd Year	$/Unit	0.03
15	Proportion of various fuels assumed	%	Yadana Gas 100%
16	Calorific value of fuels	Kcal/M3	Yadana Gas 6336
17	Cost of Gas assumed as delivered at site	$/ton	0.00
18	Escalation assumed		
	In selling price from second year	%	0.00
	In O&M costs from second year	%	3.00
19	Annual power generation from 2nd year	Mill Units	292.12
20	Annual auxiliary power consumption from 2nd year	Mill Units	5.84
21	Annual net power exported from 2nd year	Mill Units	286.28

ID		WBS	Task Mode	Task Name	Duration	Start	Finish
1		**ST-01**		**TOTAL CONSTRUCTION DURATION**	**210 days**	**8/26/2019**	**4/25/2020**
2		**ST-01.01**		**LOA Issue**	**1 day**	**8/26/2019**	**8/26/2019**
3		ST-01.01.1		LOA Issue Date	1 day	8/26/2019	8/26/2019
4		**ST-01.02**		**Plant site Preparation**	**133 days**	**8/26/2019**	**1/27/2020**
5		ST-01.02.1		Site claring	10 days	8/27/2019	9/6/2019
6		ST-01.02.2		Shifting of old fuel tanks	12 days	10/21/2019	11/2/2019
7		ST-01.02.3		UG 66 kV cable diversion	7 days	9/16/2019	9/23/2019
8		ST-01.02.4		Topographical survey	5 days	8/31/2019	9/5/2019
9		ST-01.02.5		Soil investigation	10 days	8/26/2019	9/5/2019
10		ST-01.02.6		EIA	115 days	9/16/2019	1/27/2020
11		**ST-01.03**		**Detailed design,engineering & Scope**	**39 days**	**8/27/2019**	**10/10/2019**
12		ST-01.03.1		Plant layout plan	5 days	9/11/2019	9/16/2019
13		ST-01.03.2		EPC Package (Civil, Mechanical, Electrical	25 days	9/12/2019	10/10/2019
14		ST-01.03.3		230 kV system and Interconnection	10 days	8/27/2019	9/6/2019
15		ST-01.03.4		Metering, SCADA gateway, and	15 days	9/3/2019	9/19/2019
16		ST-01.03.5		Gas pipeline and Gas skids	11 days	8/27/2019	9/7/2019
17		ST-01.03.6		Water system	7 days	9/20/2019	9/27/2019
18		ST-01.03.7		Approach road and fencing	10 days	9/18/2019	9/28/2019
19		ST-01.03.8		Fire Protection system	8 days	9/20/2019	9/28/2019
20		**ST-01.04**		**Ordering, Manufacturing and Shipping**	**141 days**	**9/9/2019**	**2/19/2020**
21		ST-01.04.1		Genarating Sets	130 days	9/9/2019	2/6/2020
22		ST-01.04.2		Gas System (EPC Scope)	110 days	9/10/2019	1/15/2020
23		ST-01.04.3		Gas pipeline and Gas skids	112 days	9/9/2019	1/16/2020
24		ST-01.04.4		Lubricating Oil system	110 days	9/9/2019	1/14/2020
25		ST-01.04.5		Compressed Air	110 days	9/9/2019	1/14/2020
26		ST-01.04.6		Coolinng System	110 days	9/9/2019	1/14/2020
27		ST-01.04.7		Intake Air System	110 days	9/9/2019	1/14/2020
28		ST-01.04.8		Exhaust System	110 days	9/9/2019	1/14/2020
29		ST-01.04.9		Oily Water system	110 days	9/9/2019	1/14/2020
30		ST-01.04.10		Water Treat system	60 days	9/27/2019	12/5/2019
31		ST-01.04.11		Fire protection System (EPC Scope)	110 days	9/9/2019	1/14/2020
32		ST-01.04.12		Pre fabricated Steel Building	85 days	9/9/2019	12/16/2019
33		ST-01.04.13		Electrical System	110 days	9/9/2019	1/14/2020
34		ST-01.04.14		Structural material	75 days	9/16/2019	12/11/2019
35		ST-01.04.15		Civil Construction Material	30 days	9/23/2019	10/26/2019
36		ST-01.04.16		HVAC System	110 days	9/9/2019	1/14/2020
37		ST-01.04.17		Tools	110 days	9/9/2019	1/14/2020
38		ST-01.04.18		Black Start Unit	75 days	9/23/2019	12/18/2019
39		ST-01.04.19		230 kV Substation and interconnection	140 days	9/10/2019	2/19/2020

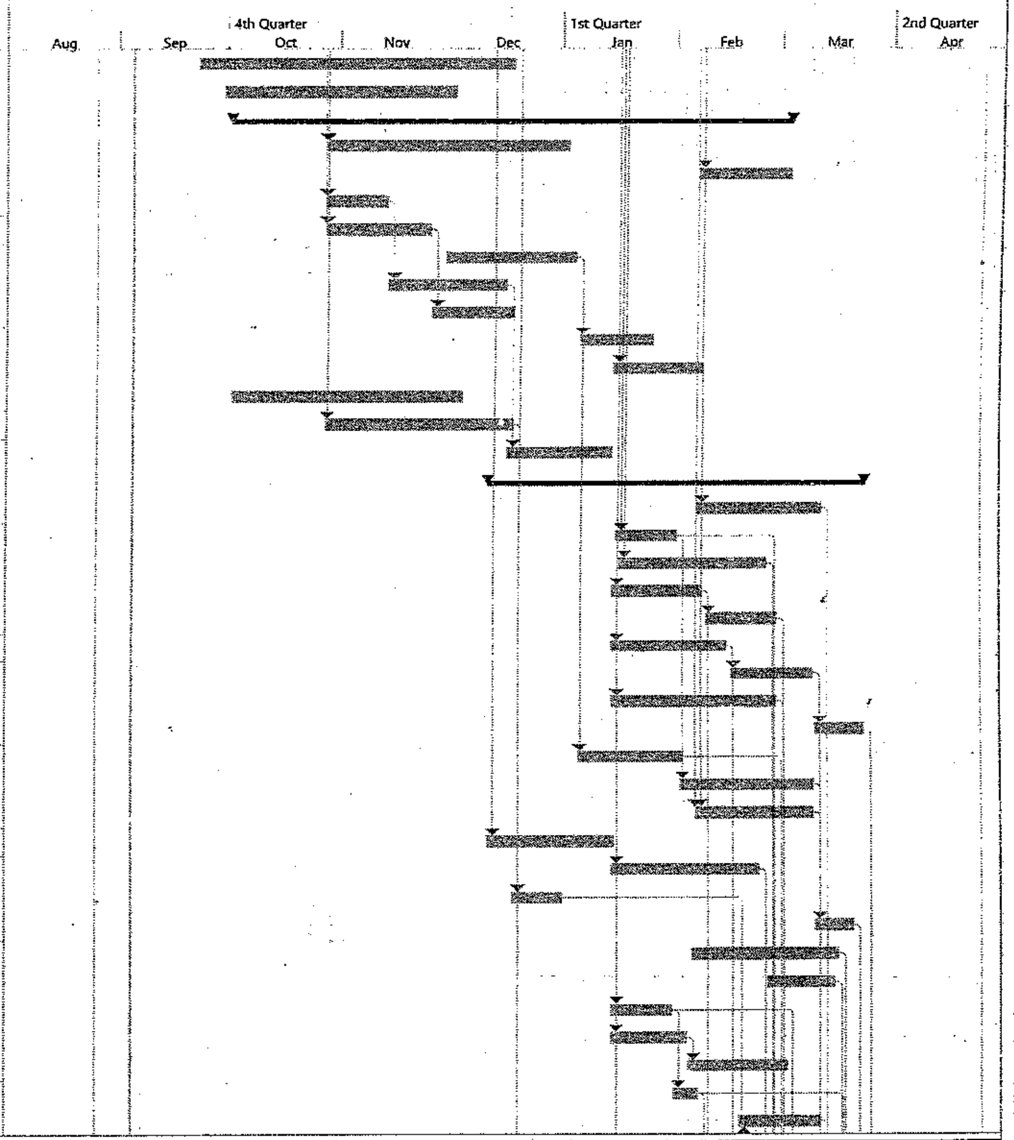


Project: Shwe Taung project Sc
Date: 9/5/2019

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

Annexure-14

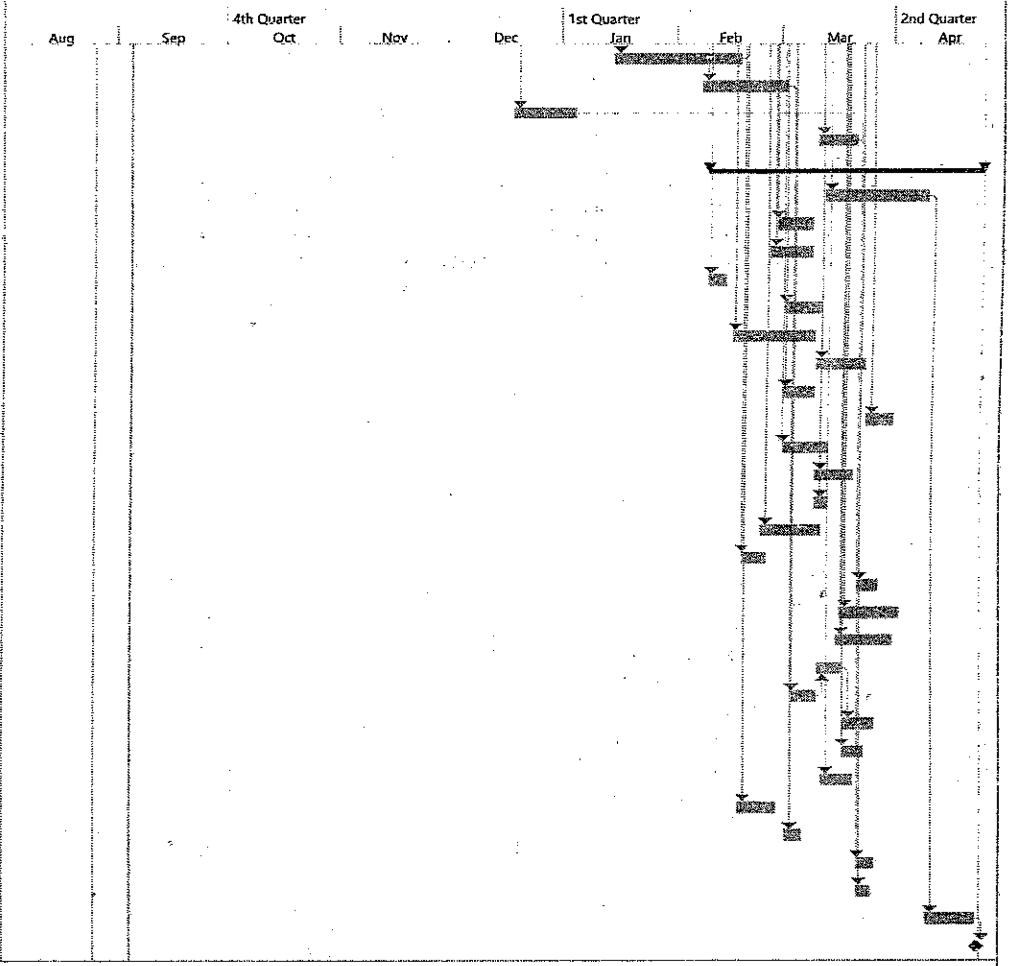
ID		WBS	Task Mode	Task Name	Duration	Start	Finish
40		ST-01.04.20		Metering, SCADA gateway, and	75 days	9/23/2019	12/18/2019
41		ST-01.04.21		Fire Protection system	55 days	9/30/2019	12/2/2019
42		**ST-01.05**		**Civil construction**	**132 days**	**10/2/2019**	**3/3/2020**
43		ST-01.05.1		Engine hall foundations and flooring	58 days	10/28/2019	1/2/2020
44		ST-01.05.2		Prefabricated Buildings	22 days	2/7/2020	3/3/2020
45		ST-01.05.3		Exhaust stack foundations	15 days	10/28/2019	11/13/2019
46		ST-01.05.4		Electrical equipment building	25 days	10/28/2019	11/25/2019
47		ST-01.05.5		Ancillary Equipment foundation and	31 days	11/30/2019	1/4/2020
48		ST-01.05.6		Station Auxiliary Transformer area	28 days	11/14/2019	12/16/2019
49		ST-01.05.7		Fire and Raw Water Tank	20 days	11/26/2019	12/18/2019
50		ST-01.05.8		Gas Skid Foundation	18 days	1/6/2020	1/25/2020
51		ST-01.05.9		Pipe route supports for Cooling Water	22 days	1/15/2020	2/8/2020
52		ST-01.05.10		230 kV switchyard and Interconnection	55 days	10/2/2019	12/4/2019
53		ST-01.05.11		Internal roads, Drainage and Fencing	45 days	10/28/2019	12/18/2019
54		ST-01.05.12		Cable Trenches	25 days	12/17/2019	1/14/2020
55		**ST-01.06**		**Electrical and Mechanical Installation**	**89 days**	**12/12/2019**	**3/24/2020**
56		ST-01.06.1		Genarating Sets	30 days	2/7/2020	3/12/2020
57		ST-01.06.2		Gas System (EPC Scope)	15 days	1/16/2020	2/1/2020
58		ST-01.06.3		Gas pipeline and Gas skids	35 days	1/17/2020	2/26/2020
59		ST-01.06.4		Lubricating Oil system	22 days	1/15/2020	2/8/2020
60		ST-01.06.5		Compressed Air	18 days	2/10/2020	2/29/2020
61		ST-01.06.6		Coolinng System	28 days	1/15/2020	2/15/2020
62		ST-01.06.7		Intake Air System	20 days	2/17/2020	3/10/2020
63		ST-01.06.8		Exhaust System	40 days	1/15/2020	2/29/2020
64		ST-01.06.9		Oily Water system	12 days	3/11/2020	3/24/2020
65		ST-01.06.10		Water Treatment system	25 days	1/6/2020	2/3/2020
66		ST-01.06.11		Fire protection System (EPC Scope)	32 days	2/3/2020	3/10/2020
67		ST-01.06.12		Pre fabricated Steel Building	28 days	2/7/2020	3/10/2020
68		ST-01.06.13		Structurals	30 days	12/12/2019	1/15/2020
69		ST-01.06.14		HVAC System	35 days	1/15/2020	2/24/2020
70		ST-01.06.15		Black Start Unit	12 days	12/19/2019	1/1/2020
71		ST-01.06.16		Fire Protection system	10 days	3/11/2020	3/21/2020
72		ST-01.06.17		230 kV Substation and interconnection	35 days	2/6/2020	3/17/2020
73		ST-01.06.18		Metering, SCADA gateway, and communic	16 days	2/27/2020	3/16/2020
74		ST-01.06.19		Auxiliary Transformer	15 days	1/15/2020	1/31/2020
75		ST-01.06.20		Medium voltage switchgear	18 days	1/15/2020	2/4/2020
76		ST-01.06.21		LV switch gears	24 days	2/5/2020	3/3/2020
77		ST-01.06.22		UPS system	6 days	2/1/2020	2/7/2020
78		ST-01.06.23		SCADA	20 days	2/19/2020	3/12/2020



Project: Shwe Taung project Sc
Date: 9/5/2019

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			

ID		WBS	Task Mode	Task Name	Duration	Start	Finish
79		ST-01.06.27		MV, LV and Control cable	30 days	1/15/2020	2/18/2020
80		ST-01.06.24		Lighting	20 days	2/8/2020	3/2/2020
81		ST-01.06.25		Earth and grounding	15 days	12/19/2019	1/4/2020
82		ST-01.06.26		Lightning protection system	10 days	3/11/2020	3/21/2020
83		**ST-01.07**		**Pre-commissioning and commissioning**	**66 days**	**2/10/2020**	**4/25/2020**
84		ST-01.07.1		Genarating Sets	25 days	3/13/2020	4/10/2020
85		ST-01.07.2		Gas System (EPC Scope)	8 days	2/29/2020	3/9/2020
86		ST-01.07.3		Gas pipeline and Gas skids	10 days	2/27/2020	3/9/2020
87		ST-01.07.4		Lubricating Oil system	5 days	2/10/2020	2/14/2020
88		ST-01.07.5		Compressed Air	10 days	3/2/2020	3/12/2020
89		ST-01.07.6		Coolinng System	20 days	2/17/2020	3/10/2020
90		ST-01.07.7		Intake Air System	12 days	3/11/2020	3/24/2020
91		ST-01.07.8		Exhaust System	8 days	3/2/2020	3/10/2020
92		ST-01.07.9		Oily Water system	7 days	3/25/2020	4/1/2020
93		ST-01.07.10		Water Treatment system	12 days	3/2/2020	3/14/2020
94		ST-01.07.11		Fire protection System (EPC Scope)	10 days	3/11/2020	3/21/2020
95		ST-01.07.12		Pre fabricated Steel Building	4 days	3/11/2020	3/14/2020
96		ST-01.07.14		HVAC System	15 days	2/25/2020	3/12/2020
97		ST-01.07.15		Black Start Unit	6 days	2/20/2020	2/26/2020
98		ST-01.07.16		Fire Protection system	6 days	3/23/2020	3/28/2020
99		ST-01.07.17		230 kV Substation and interconnection	15 days	3/18/2020	4/3/2020
100		ST-01.07.18		Metering, SCADA gateway, and	14 days	3/17/2020	4/1/2020
101		ST-01.07.19		Auxiliary Transformer	6 days	3/12/2020	3/18/2020
102		ST-01.07.20		Medium voltage switchgear	6 days	3/5/2020	3/11/2020
103		ST-01.07.21		LV switch gears	8 days	3/19/2020	3/27/2020
104		ST-01.07.22		UPS system	5 days	3/19/2020	3/24/2020
105		ST-01.07.23		SCADA	8 days	3/13/2020	3/21/2020
106		ST-01.07.29		Mv, LV and Control cable	10 days	2/19/2020	2/29/2020
107		ST-01.07.24		Lighting	5 days	3/3/2020	3/7/2020
108		ST-01.07.25		Earth and grounding	5 days	3/23/2020	3/27/2020
109		ST-01.07.26		Lightning protection system	4 days	3/23/2020	3/26/2020
110		ST-01.07.27		Startup testing and reliability test	12 days	4/11/2020	4/24/2020
111		ST-01.07.30		Commercial operation date	1 day	4/25/2020	4/25/2020



Project: Shwe Taung project Sc
Date: 9/5/2019

Task		Project Summary		Manual Task		Start-only	
Split		Inactive Task		Duration-only		Finish-only	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks	
Summary		Inactive Summary		Manual Summary		External Milestone	

Deadline
Progress
Manual Progress

၂၀၁၈ ခုနှစ်ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်ဖွဲ့စည်းပုံအခြေခံဥပဒေပုဒ်မ ၃၈၉အရ ရရှိပြဋ္ဌာန်းထားသည့် ဥပဒေအရ ပေးဆောင်ရမည့် အခွန်အခ ကောက်များကိုပေးဆောင်ရန် တာဝန်ရှိသည်။

Annexure-15

ပုံစံ(ကသခ)-၂

ကုန်ထုတ်လုပ်သူသို့မဟုတ်ဝန်ဆောင်မှုဆောင်ရွက်သူအား မှတ်ပုံတင်ခွင့်ပြုကြောင်း ထုတ်ပေးသည့်လက်မှတ် (စည်းမျဉ်း ၄ ညွှန်း)



စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန
ပြည်တွင်းအခွန်များဦးစီးဌာန
အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး(၄)

မှတ်ပုံတင်လက်မှတ်အမှတ်စဉ် ဆလ/1835 (၂၀၁၉-၂၀၂၀) ရက်စွဲ ၃၁-၁၀-၂၀၁၉

ကုန်ထုတ်လုပ်သူသို့မဟုတ်ဝန်ဆောင်မှုဆောင်ရွက်သူ အမည် MCM Power Co.Ltd

ကုမ္ပဏီမှတ်ပုံတင်အမှတ် 121850982(23-8-2019)

လိပ်စာ No.20/21,Thukhawaddy Road,
(6)Ward, Yankin Tsp;

၁။ အောက်ဖော်ပြပါ ကုန်စည်/ဝန်ဆောင်မှု .... (များ)ကို ထုတ်လုပ်/ဆောင်ရွက်သူ MCM Power Co.Ltd

သို့ မှတ်ပုံတင်ခွင့်ပြုကြောင်း လက်မှတ်ကို ကုန်သွယ်လုပ်ငန်းခွန် စည်းမျဉ်း(၄) အရထုတ်ပေးလိုက်သည်။

ထုတ်လုပ်/ဆောင်ရွက် .... သည့် ကုန်စည်/ဝန်ဆောင်မှု .... (များ) Construction

၂။ မှတ်ပုံတင်ခွင့်ပြုကြောင်းထုတ်ပေးသော လက်မှတ်သည် အောက်ဖော်ပြပါနေရာ၌ လုပ်ကိုင်ဆောင်ရွက်သော လုပ်ငန်းအတွက်ဖြစ်သည်။

လုပ်ငန်းအဓိကတည်ရှိရာနေရာ No.20/21,Thukhawaddy Road,
(6)Ward, Yankin Tsp;

လုပ်ငန်းခွဲများ

(၁) ____________________

(၂) ____________________

၃။ လုပ်ငန်းရပ်စဲလျှင် ရပ်စဲသည့်နေ့အထိ စည်းကြပ်ရန်ရှိသောကာလအတွက် ကြေညာလွှာကို ရပ်စဲသည့်နေ့မှ ၁၅ ရက်အတွင်း မြို့နယ်အခွန်ဦးစီးဌာနမှူးထံသို့ ဤမှတ်ပုံတင်လက်မှတ်နှင့်အတူပေးပို့ရမည်။

၄။ ဤမှတ်ပုံတင်လက်မှတ် သို့မဟုတ် လက်မှတ်မိတ္တူများကို လုပ်ငန်းဌာနအသီးသီးတွင် အများမြင်သာအောင် ချိတ်ဆွဲထားရမည်။

၅။ ဤလက်မှတ်သည် ၂၀၂၀ ခုနှစ် စက်တင်ဘာလ(၃၀)ရက်နေ့တွင်ကုန်ဆုံးသောနှစ်အထိသာအတည်ဖြစ်သည်။

၆။ ၂၀၁၉ ခုနှစ် အောက်တိုဘာလ ၃၁ ရက်နေ့တွင် ကျွန်ုပ်လက်မှတ်ရေးထိုးထုတ်ပေးလိုက်သည်။

စာအမှတ် ....
ရက်စွဲ ....
ရုံးတံဆိပ်

ရက်စွဲ ၃၁-၁၀-၂၀၁၉

(ဓာတ်ပုံ ...)

(ဒေါ်မျိုးသူ)
ရုံးအဖွဲ့ဦးစီးမှူး
အလယ်အလတ်အခွန်ထမ်းများဆိုင်ရာအခွန်ရုံး(၄)

Annexure-16

MCM POWER COMPANY LIMITED

Local Purchase Materials

SN	Description	A/U	Unit Price (Kyats)	Phase 1 (40 MW)		
				Qty	Amount (Kyats)	In USD
1	Fire Extinguishers (Co2+Dry Type) + Distribution Panel	Lot	121,200,000	1	121,200,000	80,000
2	Building Material (Cement, Bricks, Aggregates, Sand, TMT Bars, Steel Plates)	Lot	1,515,000,000	1	1,515,000,000	1,000,000
3	Steel Material	Lot	106,050,000	1	106,050,000	70,000
	Total				**1,742,250,000**	1,150,000

Exchange Rate	**1 USD = 1515 Kyats**

Annexure-17

LIST OF OPERATIONAL RAW MATERIAL AND CONSUMABLES

FOR PHASE-1 -40MW

SR.	PERTICULARS	UNIT	HS Code	Cost In USD/Ltr	Phase-1 QTY/Year	Cost Per Year In USD
RAW MATERIAL						
1	Yadana Gas **(Supplied by EPGE).** Approx. 8.5 MMCFD gas supply by MOGE thru EPGE.	Lot			1	
CONSUMABLES						
1	Lubricating Oil	Ltr	27101943	2.3	150,000	345,000
2	Water treatment Chemicals	Lot	8421	5.0	12,000	60,000
3	Transformer Oil	Ltr	27101960	2.1	1,000	2,100
4	Grease and other Operational consumables	Ton	2710	2.0	3	6,000

Ann – 17

MCM Power Company Limited

Income / Revenue Structure of 40MW Power Plant

Sr. No.	Description	A/U	Generating Cost for 1 kWh (USD)	Year-1		Year-2		Year-3		Year-4		Year-5	
				Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)	Qty	Amt (US$)
1	Generated Power	kWh	0.0319	287,825,130	9,181,621.647	287,825,130	9,181,621.647	287,825,130	9,181,621.647	287,825,130	9,181,621.647	287,825,130	9,181,621.647
	Total USD				**9,181,621.647**		**9,181,621.647**		**9,181,621.647**		**9,181,621.647**		**9,181,621.647**
	In Kyats (Millions)				**14,047.88**		**14,047.88**		**14,047.88**		**14,047.88**		**14,047.88**

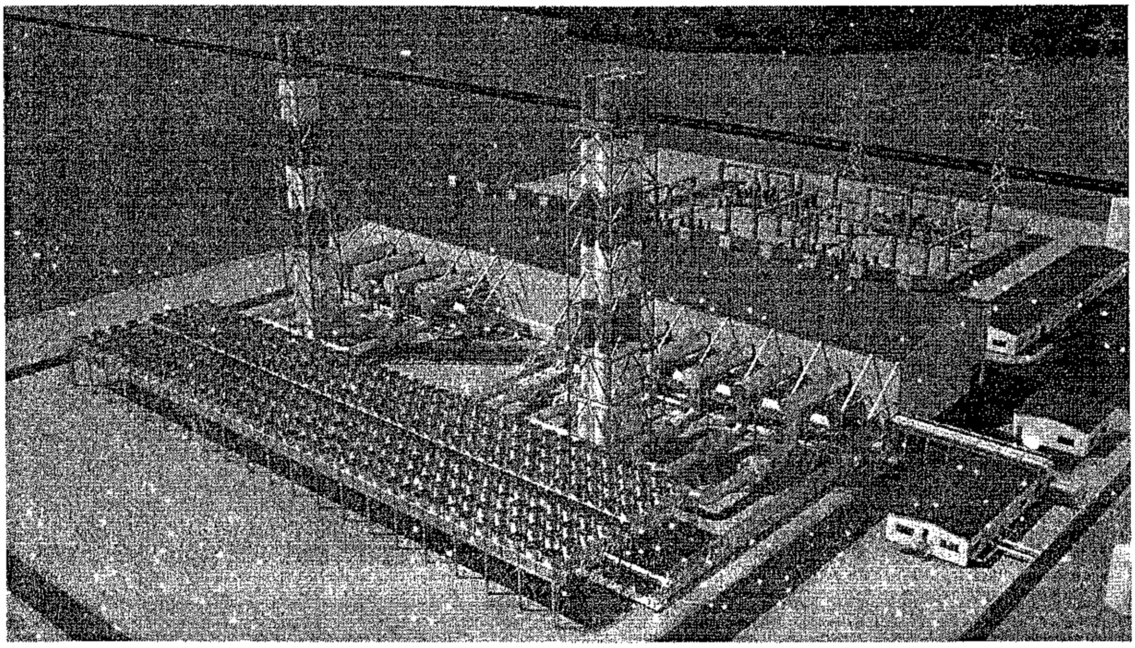
Annexure-18

Annexure-19

Information Memorandum

40 MW Gas Based Power Project in Myanmar

Phase-1 – 40 MW (4x10MW)



Location: - Shwedaung - Village, District – Pyay, Bago Region,

Project Developed By
MCM Power Company Limited-Yangon
(JV Company for Myanmar Chemical & Machinery Company Limited-Yangon & Posco International)

1. Project Over-view

Myanmar Chemical & Machinery Co. Ltd.(MCM) & Posco International is setting up a **40 MW (4x10MW)** capacity Gas fired Generator set power plant at Shwedaung - Village, District – Pyay, Bago Region (Myanmar)

Project Justification

Myanmar has witnessed shortage of power for last several years. During the month of April 2019, the shortage of 40-45% in the country.

In order to bridge the gap between demand and availability of electric power in Myanmar and also to meet shortage of power in Yangon & Bago region, MCM would like to set-up the power plant in Bago Region (Myanmar) as per requirement of Ministry of Electricity and Energy Myanmar.

2. Power Sector Opportunity in Myanmar

The magnitude of Myanmar's need for power generation capacity highlights a clear investment opportunity

- Myanmar's per capita power consumption of 300 kWh/yr is well below peer developing/ Under Developing nations and the world average
- Currently, Myanmar's generation capacity is inadequate to handle peak demand, with 29-32%[2] peak shortage of supply vs. demand
- Myanmar is characterized by unreliable power supply, with frequent shortages
- Projected total capacity of ~ 7,392 MW by 2020-21[1],a significant increase over the current installed base of 4,012 MW[1]
- Increased private sector participation remains key to meeting Myanmar's growing demand for power
- From 2001-02 to 2011-12 decade, the economic growth of the Myanmar increased & average GDP growth rate was about 11% [1], the ratio of GDP growth rate power consumption was 1.4%[1] .
- Power consumption increased from 2001-02 to 2011-12 was 2.5 time [1].

3. Promoter Details

Myanmar Chemical & Machinery Co. Ltd. is Flagship Company of MCM Group. Myanmar Chemical & Machinery Co. Ltd. was established in 2001. Myanmar Chemical & Machinery Co.

Ltd. is widely known as MCM Group. MCM today one of the Largest and established business house in Myanmar. Growth continued in following major thrust areas viz:

1. Import of Steel Billets, Steel Scrap, Long Products & other steel Products
2. Import of Water treatments Chemicals
3. Supply of Heavy Machineries
4. Refined Palm Oil, Milk Products & Food Products
5. Export of Rice, Beans & Pulses
6. Rubber Plantation in Myanmar
7. Constructions
8. Supply of Truck assembly line
9. Revamping of Power Plant
10. Authorized Agent of MTU, Wartsila and F.G. Wilson D. G. Sets for Myanmar

Posco International is South Korea Company. Posco is very known company in Myanmar. Posco working in following sector in Myanmar:-

1. International Trading
2. Investment & Project Organizing
3. Resource Development
4. Natural Gas exploration & Production
5. Hotel Business

4. Salient Features of the Project

4.1 Location & Accessibility

Location	Shwedaung - Village, District – Pyay, Bago Region (Myanmar)- Location Map Enclosed as Appendix-A & A1
Site Access	Shwedaung is connected by road and Water route with Yangon. Site 270 KM from Yangon.
Nearest Domestic Airport	Yangon, 270 Km from site by Road.
Nearest Sea Port	Nearest Sea Port is Yangon. We will transport the Major Equipment thru Arrawaddy River. Yangon Port is nearest port right now.

4.2 Availability of Land

Adequate land is available for the proposed 80 MW power plant. This area is considered most suitable for location of power plant due to proximity to water source and limited population around the site vicinity. The total area required for the proposed power plant would be around 3 acres.

This area belongs Ministry of Electricity and Energy Myanmar (MOEE). In the same land area MOEE 55 MW existing plant is working. MOEE give us land on lease basis.

4.3 Water Source

The Source of water for the proposed power plant would be from ground. The daily estimated water requirement is very less because we are using close air cooling system.

4.4 Fuel

Gas for the proposed power plant would come from existing Yadana Gas pipeline. The gas for the proposed Power Plant will be transported by pipeline from Main pipeline. Main existing pipeline is 600 Mtrs away from our project site.

The Gas is pass thru. MCM not pay any fuel charges to MOEE. Right now 13 MMCFD gas available.

4.5 Chimney

Four flue chimney for 4x10 MW in Phase -1 has been proposed for the plant. The chimney would be provided with common windshield. The total height chimney is about 30 meter.

4.6 Power Evacuation

Power from the proposed power plant would be evacuated through 230 KV lines to the MOEE existing 230 kV substation. We consider 200 mtrs 230 kV cable for Inter connection of existing 230 kV substation. For interconnection no right of way problem.

4.7 Construction Power

Construction power of 500 kVA would be required and same would be met from the grid supply or D.G. Set is available at 11 kV level from a nearby substation. MCM can used during construction D. G. Set power.

4.8 Construction Water

Water required for construction purposes shall be drawn from River. Alternatively, availability of ground water source shall be explored. Water shall be pumped from tube wells and stored in an over ground tank for further distribution by gravity to various distribution points. For this permission will be taken from appropriate authority. Water supplement from rain water harvesting pond would also be done

4.9 Jetty for Power Plant equipment's transportation

For the major power plant equipment transportation we construct one temporary minor jetty for unloading of equipment. River bank is approx. 3 km from our site.

4.10 Project Schedule

MCM can commission the first phase of 40 MW in the 08 month from signing of Letter of Acceptance (LOA). This date we consider as a zero date. MCM already signed LOA on 26 Aug 2019.

5. Technical Characteristics of Proposed Power Plant

		Phase-1
Particulars	**Unit**	**Details**
Rated Power of 04 Unit	MW	40 (4x10MW)
Single Unit Capacity	MW	10
Generator Capacity	MW	39 (4x9.78 MW)
Generator Voltage	kV	11
Step Up Voltage	kV	230
Fuel		Yadana Gas

6. Major Equipment's of Power Plant:-

		Phase-1
S.N.	**Descriptions**	**Unit**
1	Engine	04 No
2	Gas PRS	01 No
3	Generator	04 No
4	Water Treatment Plant	01 No
5	Air System	04 No
6	LV Electrical System	01 Set
7	MV Electrical System	01 Set
8	HV Electrical System	01 Set
9	Ventilation System	01 Set
10	Power Plant Sub Station	01 Set

11	DCS Control System	01 Set
12	Fire Fighting System	01 Lot
13	Black start DG Set	01 No
14	OH Crane	01 No
15	Air Radiator (For Cooling)	01 Set

7. Project Cost & Financial Assumption

The current estimated total project cost for a Gas Fired Generator Power Plant is approximately 0.798 Million USD/MW. The proposed financial structures are as follows:-

			PHASE-1
PARTICULARS			USD (IN MILLIONS)
Total Equity			12.267
MCM Group	91%	11.163	
POSCO Group	9%	1.104	
Debt			22.783
Total Project Cost #			35.05

In total # In# In total project cost we consider:- Land, Site Development, Pre-project expenses, EPC cost, Consultancy & Engineering, Start-up Expenses, Preliminary & Pre-operative expenses, Interest During Construction, Jetty Development & Transmission Line etc.

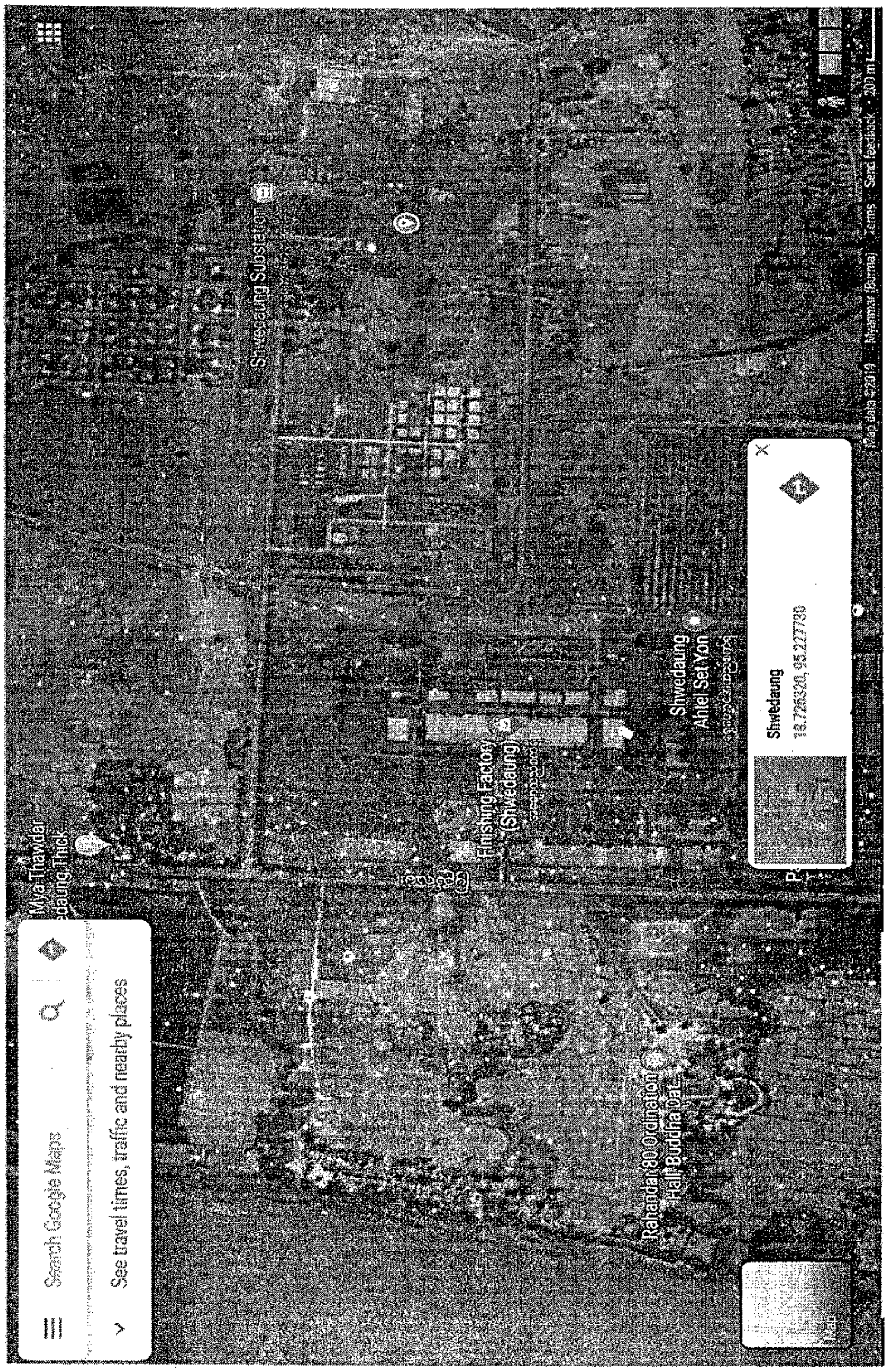
8. Project Status

Project Status are as follow:-

SN.	Project Activities	Present Status
1	Feasibility	Completed, This project thru competitive Bidding
2	SPC Formation	Completed, MCM Power Co. Ltd. Is SPC for this project
3	Letter of Acceptance	LOA Signed on 26th Aug 2019 for Phase-1
4	Local Govt. Permission	Under Progress
5	Land	MOEE give about 3 acre of Land for this project. This Govt. Land. Land is 24 year lease basis.
6	Water Allocation	We are using close circuit Air Cooling system. We not require very less water. We use only ground water for our domestic use.
7	Forest Department	No required. Project in existing Gas based power plant area.
8	Power Evacuation	Under Progress. Sub Station only 200 Mtr away from new project.
9	Gas/Fuel Linkage	Gas is pass thru. Govt. will provide free of cost. Govt. allocate

		already 8.5 MMCFD Yadana gas for this project for 40 MW.
10	Power Sale	100% Power Sale to MOEE. Draft PPA already finalized.
11	Power Tariff for sale	**3.19 US Cent per kWH with Tax & 3.03 US Cent per kWH without Tax.**
12	Site Status	Land cleaning and Leveling work start.
13	Soil testing	Completed
14	Owners Consultant	Appointed
15	EPC Contractor/Supplier	Under Progress

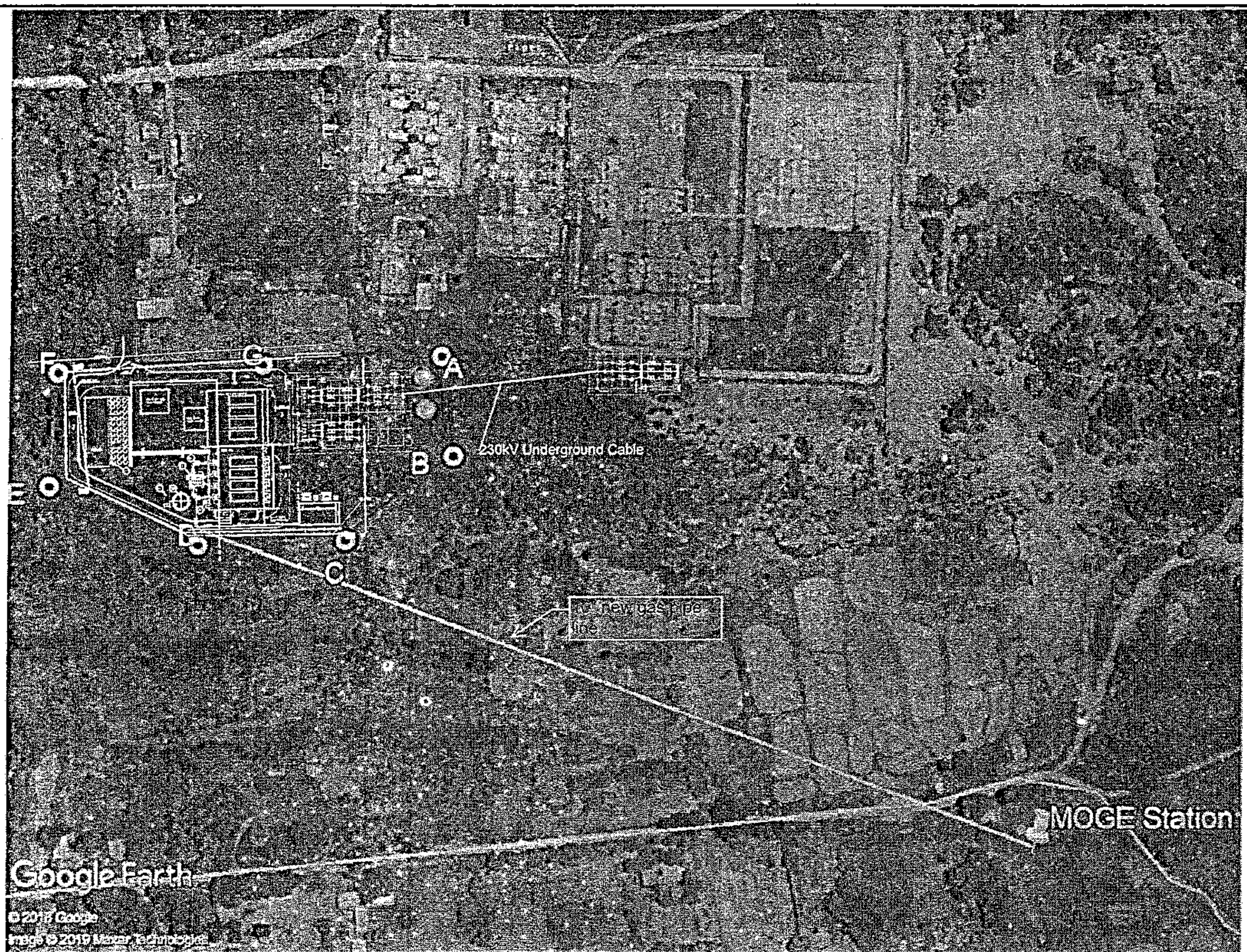
Appendix-A
Location Map



Appendix-A 1



Annexure-20



		PROPOSAL			
REV	DATE	DESC	PREP	CHK	APP

ENGINEERING

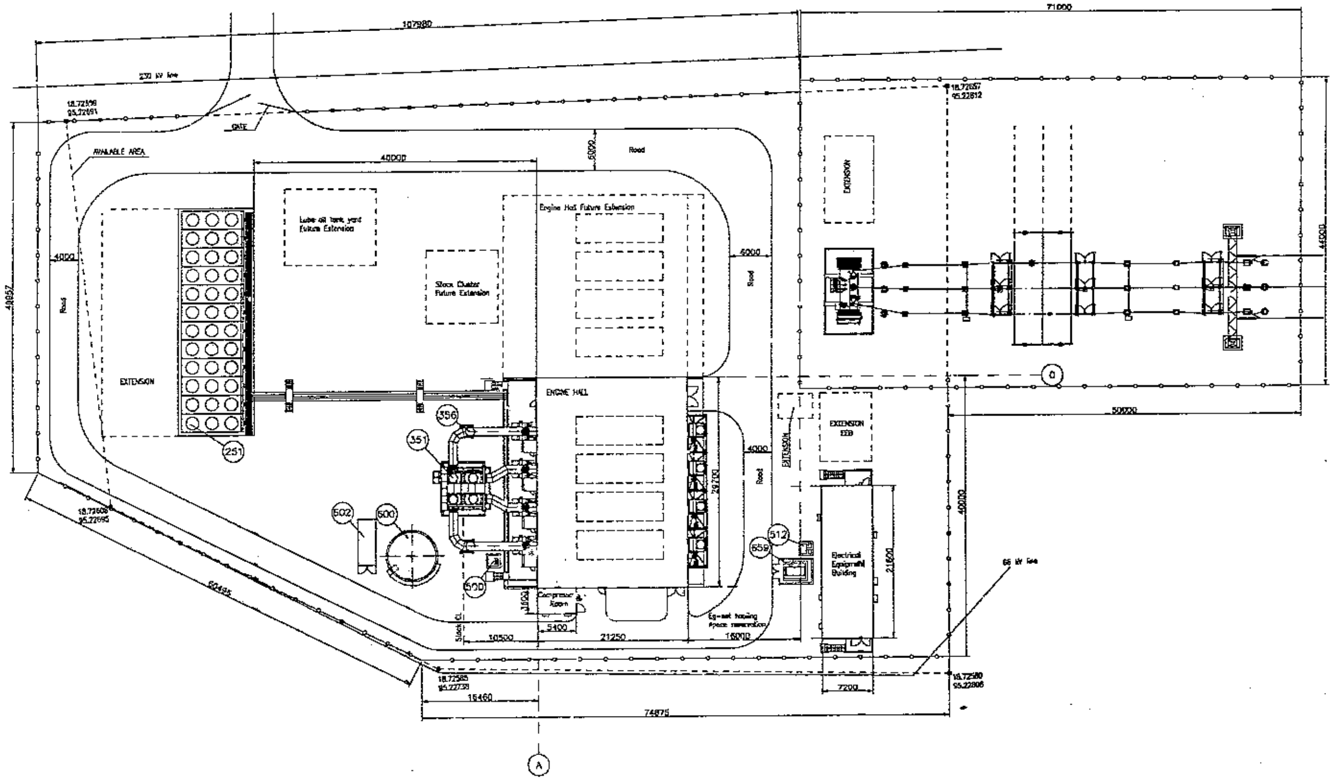
MCM

MYANMAR CHEMICAL & MACHINERY CO., LTD

CUSTOMER ELECTRIC POWER GENERATION ENTERPRISE(EPGE)				
PROJECT Shwe Taung 70MW Power Plant Project	DWG.NO			
DWG.TITLE Shwe Taung Power Plant Layout	SCALE	NTS	REV	
	PAGE.NO	1 OF 1		

SITE AREA						
Item No.	Pcs.	Code	Description	Volume [m³]	Weight [kg] Operative	Mounting level (Floor level)
251	12	VCA	Radiator (Noise level 2)		4290	+6,000
351	4	NHA	Exhaust gas silencer		7200	+4.7[illegible]
356	6	–	Rupture disc			
500	1	DAD	Oily water collecting pit	2.5		
512	1	DAA	Control pit			
600	1	VFB	Fire/raw water tank	300	1040800	
602	1	VFC	Fire pump station		5000	
551	1	AET	Step-up transformer			
681	1	–	Surge Arrester			

SITE INFORMATION		
SITE AREA		8 590 m2
SWITCH YARD AREA		3 124 m2
Gross floor area	Engine hall	541 m2
	Electrical Equipment building	149 m2
	Compressor Room	26 m2
RADIATOR AREA		347 m2
ROADS		– m2
GRAVEL SPACE		– m2
GREEN SPACE/GRASS		– m2



Annexure-21

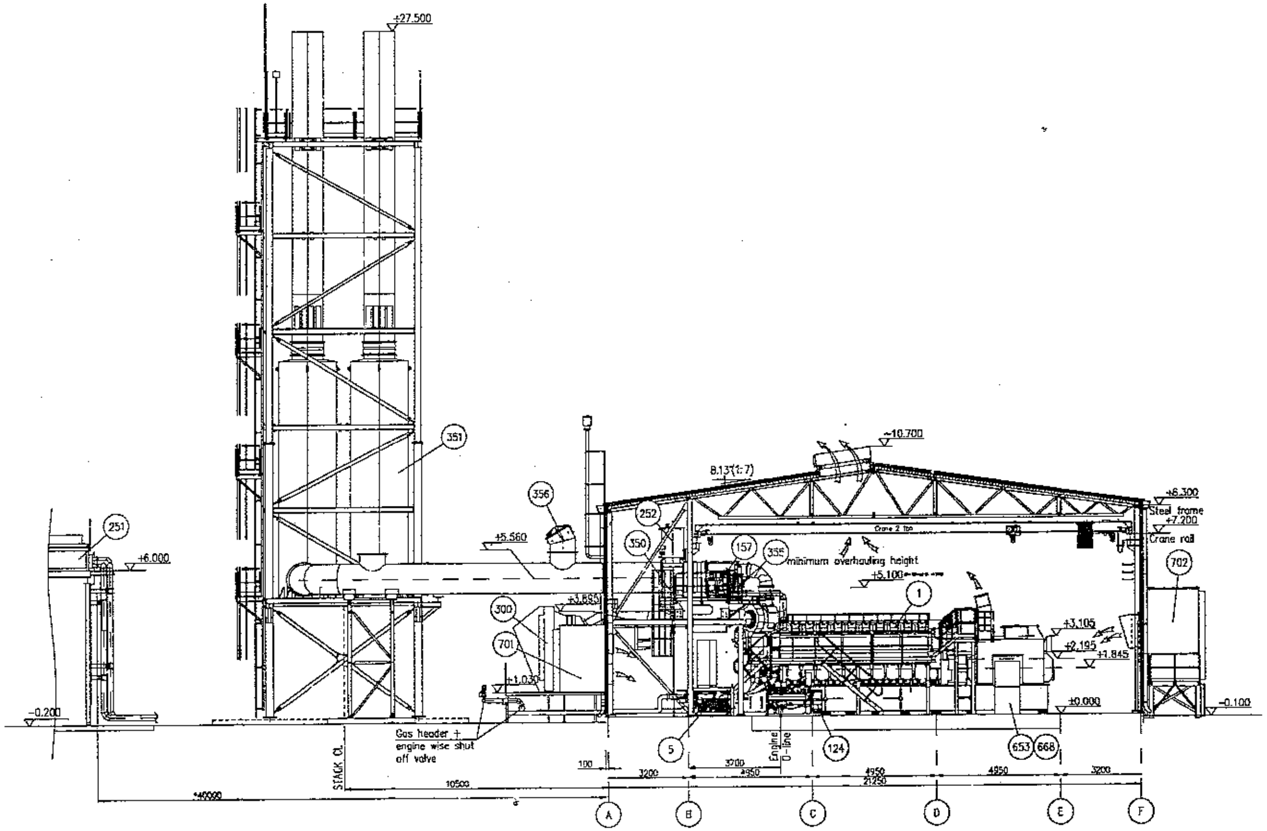
WÄRTSILÄ

Master Layout
Power plant, site

Shwe Taung

DESA00003229

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SECTION A-A

ENGINE HALL						
Item No.	Pcs.	Code	Description	Volume [m³]	Weight [kg] Incl. liquids	Mounting level (Floor level)
1	4	SQA	Engine generator set W20V34SG		135430	+0.000
5	4	MOD	Engine auxiliary Module		3681	+0.000
124	4	ZAC	Compact gas ramp		658	+0.000
157	4	QBF	Oil mist separator unit		250	+4.630
201	1	TCB	Instrument air bottle			+2.100
203	2	TSB	Starting air bottle	4.8	2023	+0.000
250	1	VBA	Maintenance water tank	6.0	7400	+0.000
252	4	VEA	Expansion vessel (lifted)	0.6	775	+6.130
300	4	NGA	Intake air filter		1300	+1.000
350	4	NHA	Exhaust gas module		6760	+3.851
355	4	NHA	Exhaust gas ventilation unit		200	+4.630
559	1	–	Water tank booster unit	3.0	3533	+0.000
653	4	BAN	Neutral point cubicle		-	+0.000
668	4	CFE	Local control panel		–	+1.000
701	4	EAA	Ventilation unit, aux. area (Min. 12m3/s)		1800	+1.000
702	4	EAA	Ventilation unit, engine hall (Min. 18m3/s)		2600	–0.100

ELECTRICAL EQUIPMENT BUILDING/ COMPRESSOR ROOM						
Item No.	Pcs.	Code	Description	Volume [m³]	Weight [kg] Incl. liquids	Mounting level (Floor level)
200	1	TCA	Instrument and working air unit			+0.000
202	1	TSA	Starting air unit			+0.000
652	1	BAC	MV Switchgear			+2.100
555	3	BEY	DC–panel			+2.100
656	1	BFA	LV Switchgear			+2.100
661	1	BLI	Lighting panel			+2.100
664	1	BLN	Fire detection panel			+2.100
665	1	BLQ	Ventilation panel			+2.100
666	1	CFA	Control panel, common			+2.100
667	4	CFC	Control panel, engine wise			+2.100
678	1	BLN	Gas detection panel			+2.100
679	1		Office IT equipment			+2.100
684	1		CCTV			+2.100
686	1		Server rack		135	+2.100
713	2		Ventilation outlet fan			–

SITE AREA						
Item No.	Pcs.	Code	Description	Volume [m³]	Weight [kg] Operative	Mounting level (Floor level)
251	12	VCA	Radiator (Noise level 2)		4290	+6.000
351	4	NHA	Exhaust gas silencer		7200	+4.760
356	6	–	Rupture disc			
512	1	DAA	Control pit			
600	1	VFB	Fire/raw water tank	300	1040800	
602	1	VFC	Fire pump station		5000	
651	1	AET	Step-up transformer			
681	1	–	Surge Arrester			

PRELIMINARY

Annexure-22

WÄRTSILÄ

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Master Layout

Engine hall, section

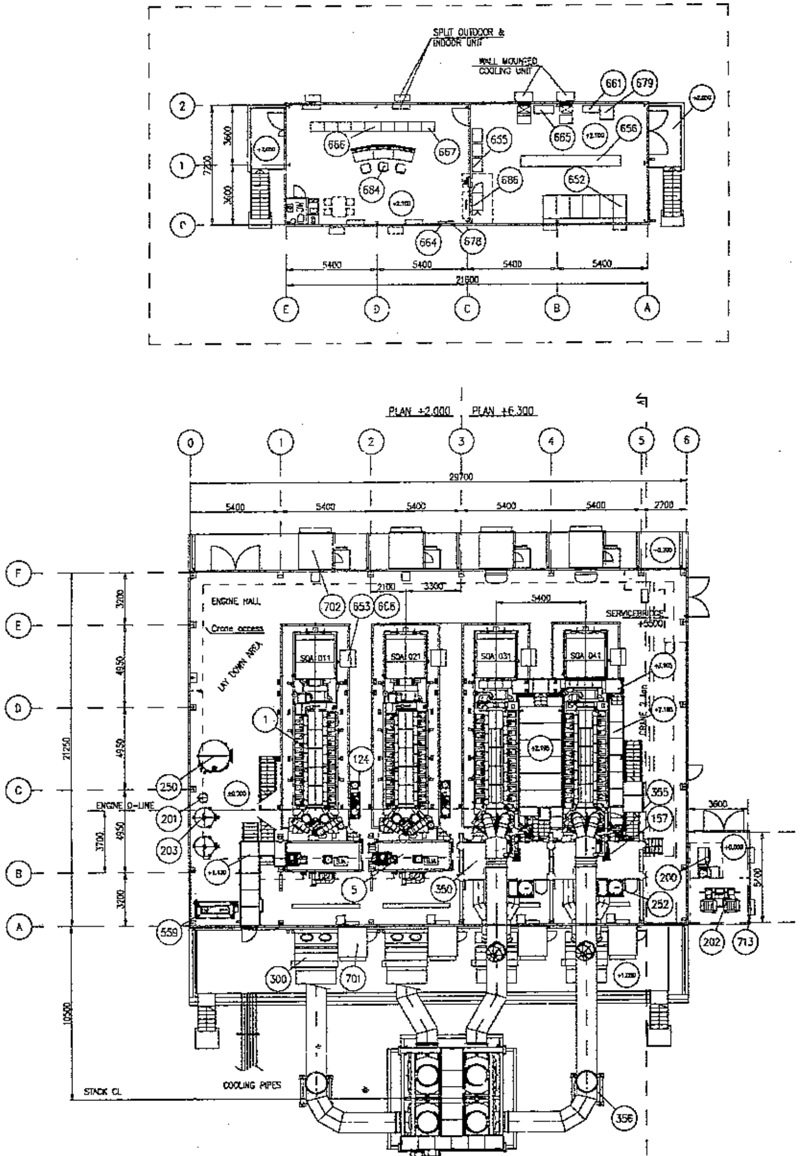
Shwe Taung

4xW20V34SG

Product	W20V34SG		
MADE	05-Jul-2019	Shiprα Tiwari	
CHKD	10-Jul-2019	Swati Karanje	
APPD			

Scale 1:100 | Size A1 | Doc. ID DESA00003231 | Rev. XX

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ENGINE HALL						
Item No.	Pcs.	Code	Description	Volume [m³]	Weight [kg] Incl. liquids	Mounting level (Floor level)
1	4	SGA	Engine generator set W20V34SG		135430	+0.000
5	4	MOD	Engine auxiliary Module		3681	+0.000
124	4	ZAC	Compact gas ramp		658	+0.000
157	4	QBF	Oil mist separator unit		250	+4.630
201	1	TCB	Instrument air bottle			+2.100
203	2	TSB	Starting air bottle	4.8	2023	+0.000
250	1	VBA	Maintenance water tank	6.0	7400	+0.000
252	4	VEA	Expansion vessel (fitted)	0.6	775	+6.130
300	4	NGA	Intake air filter		1300	+1.000
350	4	NHA	Exhaust gas module		6760	+3.851
355	4	NHA	Exhaust gas ventilation unit		200	+4.630
559	1	–	Water tank booster unit	3.0	3533	+0.000
653	4	BAN	Neutral point cubicle			+0.000
668	4	CFE	Local control panel		–	+1.000
701	4	EAA	Ventilation unit, aux. area (Min. 12m3/s)		1800	+1.000
702	4	EAA	Ventilation unit, engine hall (Min. 18m3/s)		2600	–0.100

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202	1	TSA	Starting air unit			+0.000
652	1	BAC	MV Switchgear			+2.100
655	3	BEY	DC-panel			+2.100
656	1	BFA	LV Switchgear			+2.100
661	1	BLI	Lighting panel			+2.100
664	1	BLN	Fire detection panel			+2.100
665	1	BLQ	Ventilation panel			+2.100
666	1	CFA	Control panel, common			+2.100
667	4	CFC	Control panel, engine wise			+2.100
678	1	BLN	Gas detection panel			+2.100
679	1		Office IT equipment			+2.100
684	1		CCTV			+2.100
686	1		Server rack		135	+2.100
713	2		Ventilation outlet fan			–

SITE AREA						
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351	4	NHA	Exhaust gas silencer		7200	+4.760
356	6	–	Rupture disc			
512	1	DAA	Control pit			
600	1	VFB	Fire/raw water tank	300	1040800	
602	1	VFC	Fire pump station		5000	
651	1	AET	Step-up transformer			
681	1	–	Surge Arrester			

Annexure-23

PRELIMINARY

WÄRTSILÄ

Wärtsilä Finland Oy Energy Business

Master Layout

Engine hall, plan

Shwe Taung

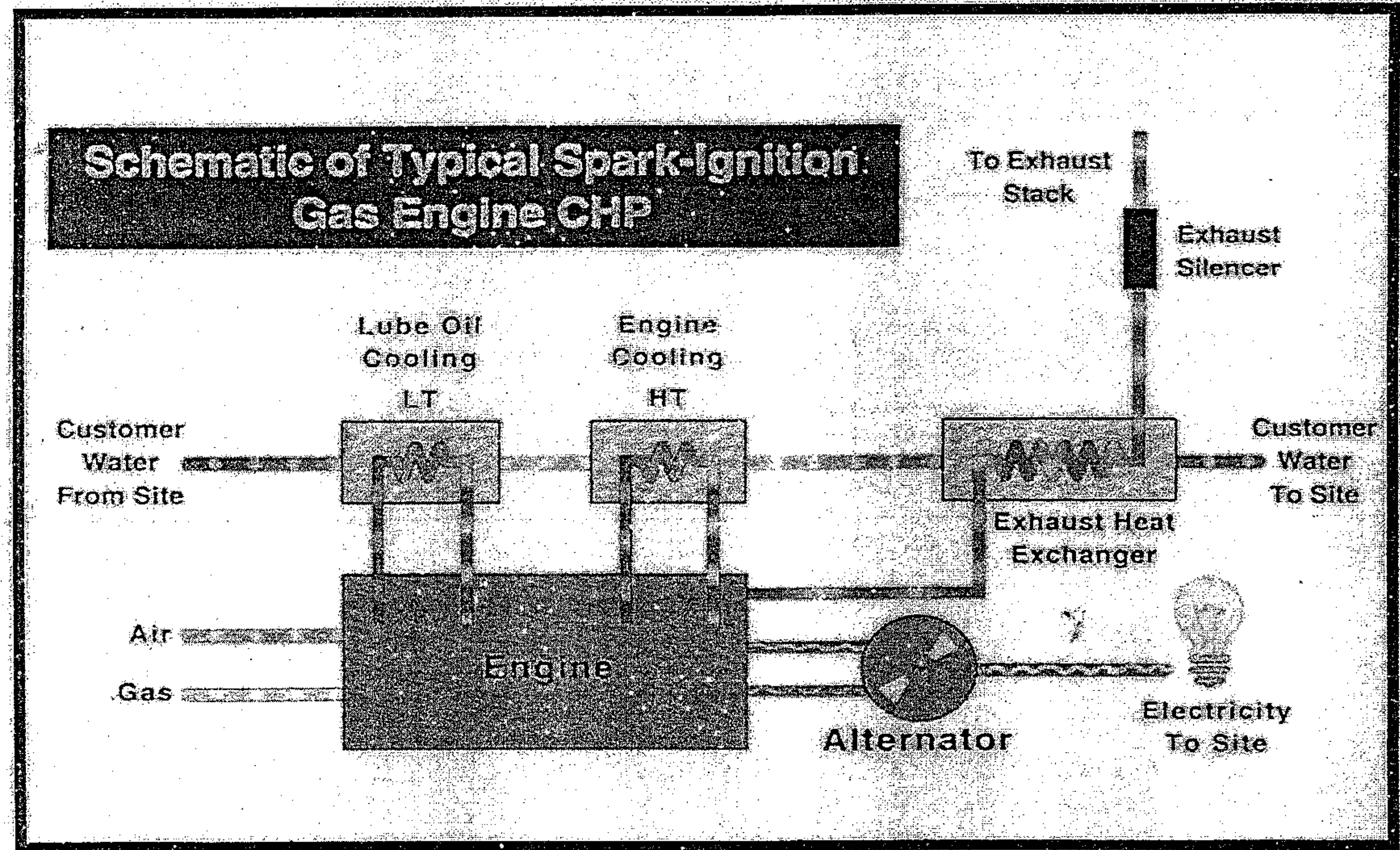
4xW20V34SG

Product	W20V34SG	
MADE	09-Jul-2019	Shipra Tiwari
CHKD	10-Jul-2019	Swati Karanje
APPD		

Scale 1:150 | Size A1 | Doc. ID DESA00003230 XX

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Flow Diagram of Gas Based Engine Power Plant



Annexure-24

Annexure-25

PLANT EQUIPMENTS DETAILS

GENERATING SET

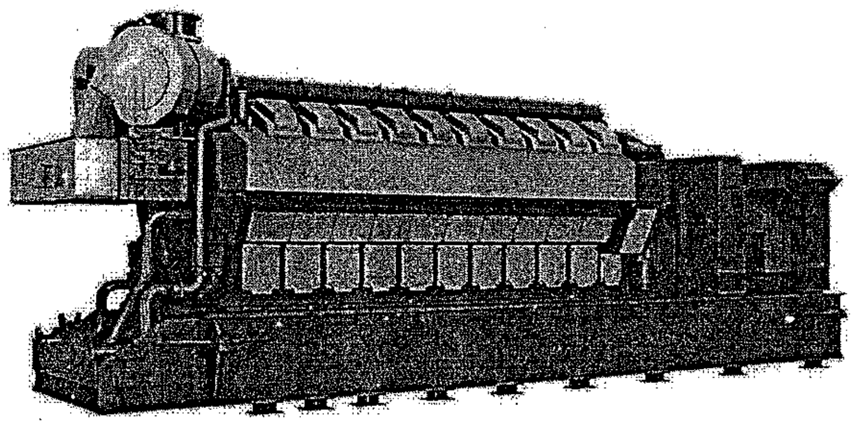


Figure 1 Wärtsilä 20V34SG generating set arrangement

The W20V34SG engine and generator are mounted on a common base frame. The common base frame is flexibly mounted on a concrete foundation by means of steel springs.
The W20V34SG engine and generator are mounted on a common base frame. The common base frame is flexibly mounted on a concrete foundation by means of steel springs.
The main dimensions of the W20V34SG generating set are[8]:

Length	12.917	m
Width	3.345	m
Height	4.501	m
Weight (dry)	129430	kg
Weight (wet)	135430	kg

General engine description

The Wärtsilä 34SG engine is a spark ignited lean burn engine. The engine works according to the Otto-cycle. Gas is mixed with air in the combustion chamber during the air inlet phase, and the gas-air mixture is compressed during the compression phase. Gas is also fed into a small pre-chamber, where the gas-air mixture is richer compared to the gas-air mixture in the cylinder. At the end of the compression phase, the gas-air mixture in the pre-chamber is ignited by a spark plug. The flames from the nozzle of the pre-chamber ignite the gas-air mixture in the combustion chamber. The intake air is turbocharged and intercooled.

Exhaust gas system

The exhaust gas pipes are made of cast iron, with separate sections for each cylinder. Stainless steel bellows are installed between the sections to absorb heat expansion. The pipes are fixed by brackets, but are free to move axially. The engine exhaust gas pipes are fully covered by an insulation box. Sensors for remote measuring of the temperature are mounted after each cylinder and after the turbocharger

Turbocharger and air-fuel ratio control system

To maintain a correct air-fuel ratio, the engine is equipped with an exhaust gas wastegate to keep the air pressure in the receiver at an optimal level over the complete power output range.

The exhaust gas waste gate valve by-passes the exhaust gases past the turbocharger. The waste gate valve works as a regulator and adjusts the air-fuel ratio to the correct value regardless

of variations in site conditions, such as ambient temperature and humidity.

The engine automation system monitors the average exhaust gas temperature after the cylinders. If the average exhaust gas temperature is higher than the set-point, the engine control system will close the waste gate gradually, until the correct value is reached.

The waste gate valve is actuated by compressed air and controlled by the engine control system.

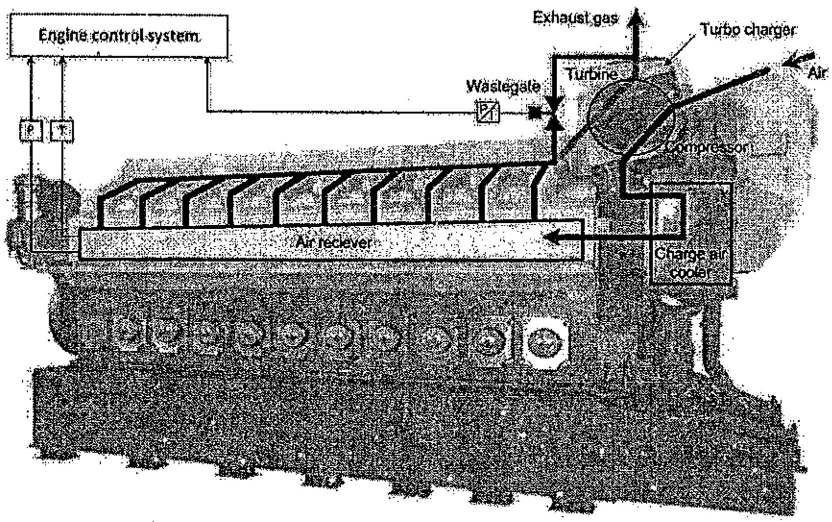


Figure 2 Typical charge air and exhaust gas system

Engine Automation

The engine automation system is a complete embedded management system. The engine control system is a distributed and bus-based system where the monitoring and control function is placed close to the point of measurement and control. In this way, both the on- and off-engine wiring is significantly simplified. Advanced diagnostics and control functions provide outstanding performance, and the need for systems outside the engine is significantly reduced.

For the field bus interconnection, Wärtsilä is committed to open standards. The physical interface of the engine control system is a standard Ethernet connection for general process data, to both the WOIS workstation (Wärtsilä Operator's Interface System) and the PLC systems. The system meets even the highest requirements on reliability, with selective redundancy and fault-tolerant design.

Hardware of the engine automation system

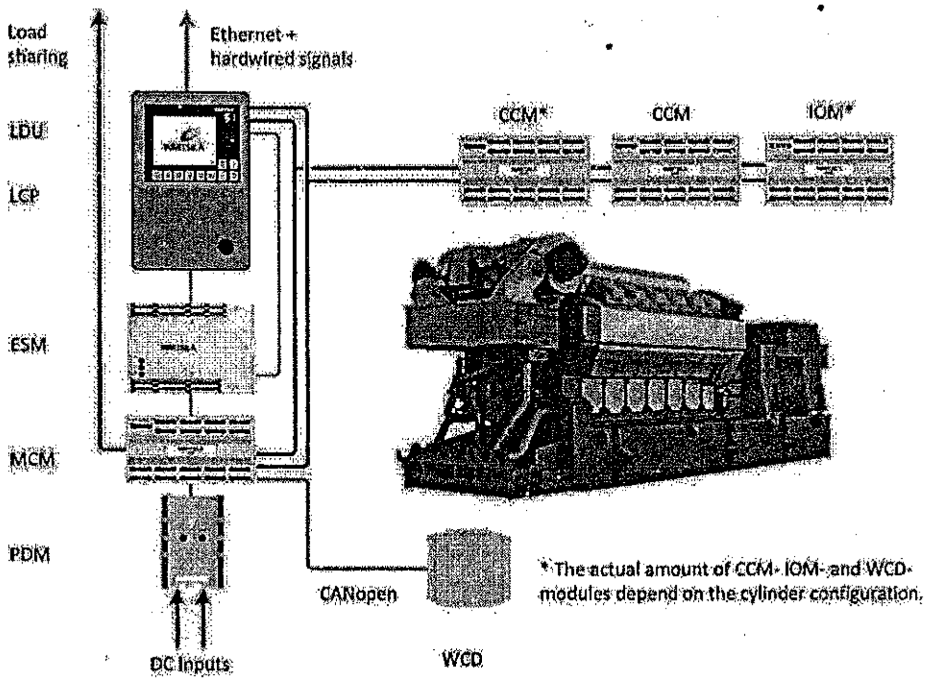


Figure 3 Hardware of the engine automation system

Generating set assembly

Generator apparent power	12225	kVA
Rated power factor	0.8	
Nominal voltage	11000	V
Rated current (In)	642	A
Voltage adjustment range	±5	%
Frequency	50	Hz
Speed	750	Rpm

MECHANICAL AUXILIARY SYSTEMS

Proper function of the Modular power plant depends on the mechanical auxiliary systems. The proposed systems have been optimized for this particular application. The function of these systems is to provide the engine with fuel, lubricating oil, starting air, cooling water, and charge air, of the required quantity and quality, as well as to dispose of exhaust gases in a proper manner.

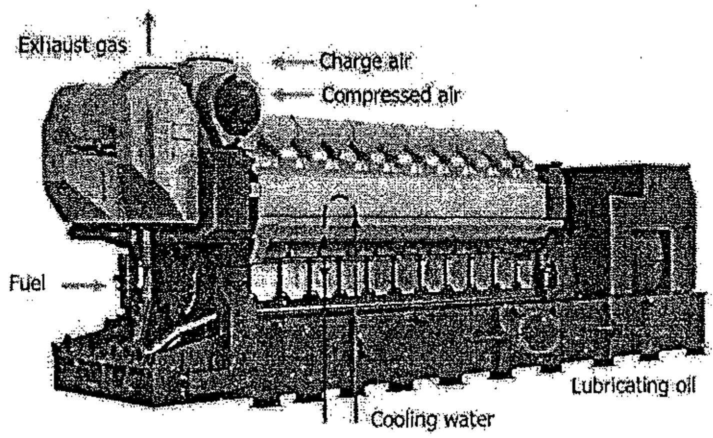


Figure 4 Mechanical auxiliary systems for the engine

AUXILIARY MODULES

Engine auxiliary module

The Engine auxiliary module include several pieces of auxiliary equipment (listed below), and handles the flow of lubricating oil, cooling water and compressed air to and from the engine. The Engine auxiliary module is installed in the front end of the engine with flexible pipe connections.

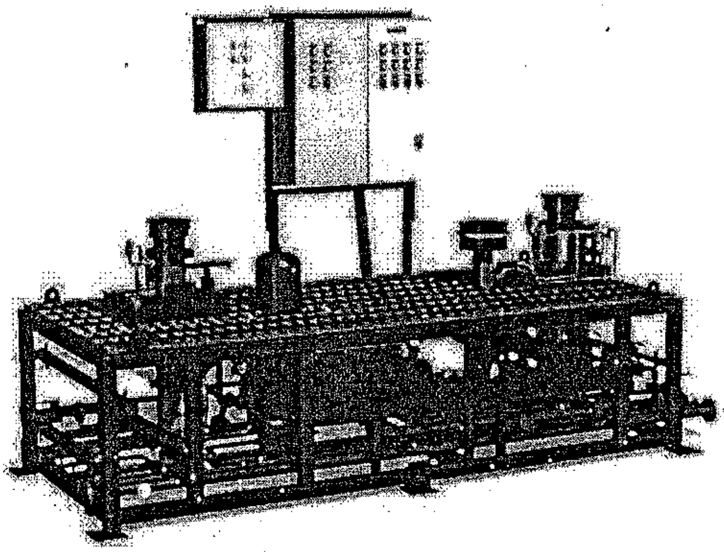


Figure 5 Example of a typical Engine auxiliary module

Exhaust gas module

The exhaust gas module includes the auxiliary equipment listed below, and handles the flow of charge air to the engine, and exhaust gas from the engine.

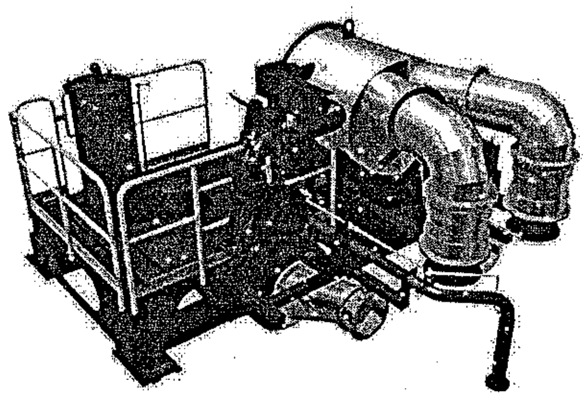


Figure 6: exhaust gas module

Gas system

The purpose of the fuel gas system is to supply the engine with a constant gas feed of suitable pressure, temperature, and cleanness. It should also shut off the gas supply if any problem arises, and provide ventilation of trapped gas.

Each engine is equipped with a gas regulating unit which controls the gas feed pressure to the engine depending on the engine load. The gas regulating unit performs a leakage test of the

main shut-off valves after every engine stop or shut-down. There is a separate pressure control line for the gas delivered to the prechamber.

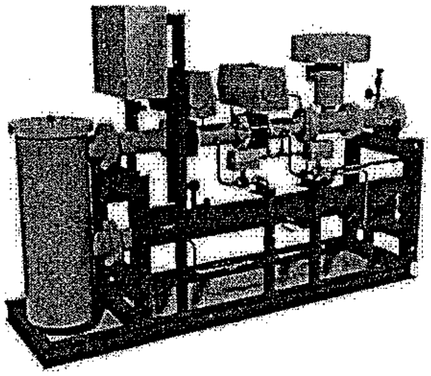


Figure 7: gas regulating unit

LUBRICATING OIL SYSTEM

The lubricating oil system provides required lubrication for all moving parts on the engine. It consists of the engine's lubricating oil system, which handles the cooling and filtration of the lubricating oil for the engine itself, and the plant-related lubricating oil system, which handles storage of new and used lubricating oil. The thermostatic valve controls the oil temperature to obtain the right temperature before entering the engine.

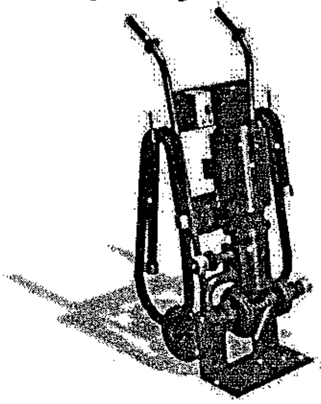


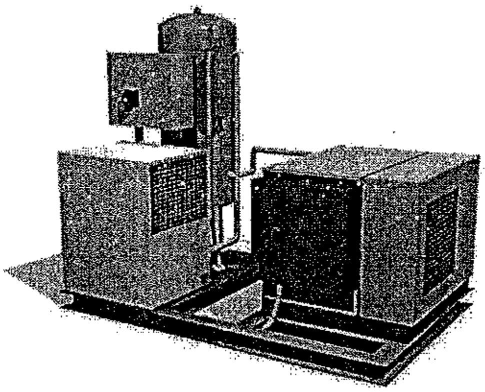
Figure 8 mobile lubricating oil transfer pump unit

COMPRESSED AIR SYSTEM

Compressed air is produced by a starting the air compressor unit and stored in starting air bottles, while instrument air of higher quality is produced in an instrument air compressor unit.

Instrument air compressor unit

The instrument air compressor unit produces control, instrument and working air. The compressed air is stored in the built-on air bottle until it is distributed to the different consumers. The compressed air is stored in the instrument air bottle until it is distributed to the different



consumers.

Figure 9 Example of an instrument air compressor unit

Starting air compressor unit - double

The starting air compressor units are sized to fill the starting air bottle(s) with the required air for 11 start attempts per total amount of engines in 60 minutes. One compressor is in stand-by. The starting air compressors and auxiliary equipment are built on a steel frame, which forms a compact skid unit. The total capacity of the starting air bottles is sized to ensure a total of 11 engine starts. Each starting air bottle is equipped with the necessary accessories. Pressure vessel inspection certificates are included.

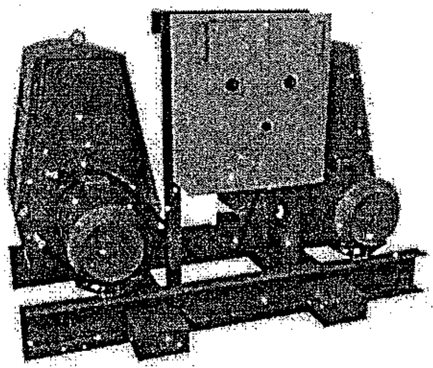


Figure 10 double starting air compressor unit

COOLING SYSTEM

The cooling system provides adequate cooling of critical engine components such as cylinder jackets, cylinder heads and turbochargers as well as to cool the lubrication oil and charge air entering the cylinders. The engine cooling water cools the low-temperature charge-air cooler, lubricating oil cooler, high- temperature charge-air cooler and engine jackets in a common single-circuit radiator.

Set cooling radiator

The engines are cooled with remote-mounted, horizontal-type radiators with electrically driven induced draft fans.
Each generating set has its own cooling radiator set, with each radiator in the set comprised of the following:



Figure 11 Radiator set

INTAKE AIR SYSTEM

The main function of the charge air system is to provide the engine with an adequate supply of clean and dry air, and to reduce the air intake noise.The intake air system consists of the oil-wetted filter and charge air silencer.

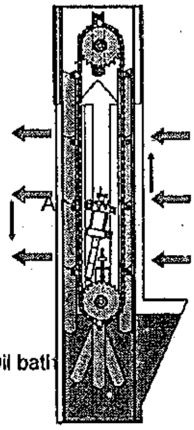


Figure 12 oil-wetted filter

A2.7 EXHAUST SYSTEM

The main function of the exhaust gas system is to lead exhaust gases safely out from the power plant, and discharge the exhaust gas at the required height. The exhaust gas system also reduces the exhaust noise from the engines. The exhaust system consists of the Exhaust gas branch pipe (mounted on the exhaust gas module), Exhaust gas silencer, Exhaust gas bellows, Safety vent and rupture disk arrangement, Exhaust gas ventilation fan (mounted on the exhaust gas module), Exhaust gas ducting – insulated, Exhaust gas stack pipe – insulated

The function of the oily water system is to collect the oily water and sludge that is produced in the power plant, and store it in a sludge tank for further disposal or transport.

The gas oily water system consists of the following equipment:

ELECTRICAL SYSTEMS

A7.1 CONTROL SYSTEM

Control and Supervision Concept for Wärtsilä Energy Solutions

The Wärtsilä automation system is designed for safe, reliable, efficient and easy operation of the generating sets, their associated auxiliaries and electrical systems. The modular design of the control system allows the system to be used for optimal power generation for installations ranging from large multi-generating-set power plants to one-generating-set installations.

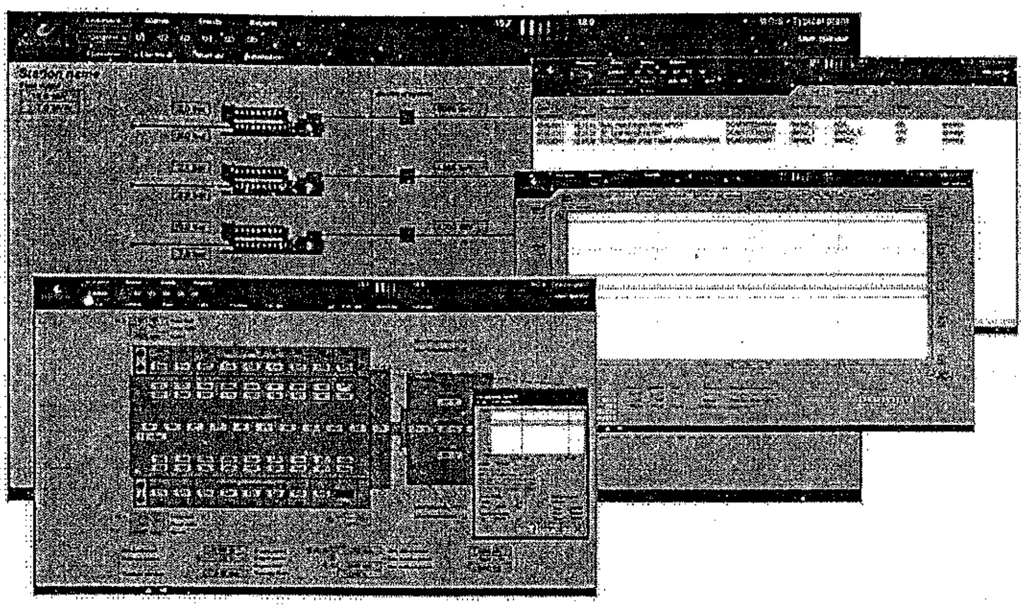


Figure 13 Typical WOIS displays; The Plant Overview display, a process display, a sensor trend display, an historical trend display and the alarm event display

1 Redundant WOIS server

The redundant WOIS servers handles all tasks related to the operator station, like communication to the process devices, visualization, user management and data storage.

2 Operator station for WOIS server

The operator station presents the user interface to the operator.

A7.1.2 Reporting and archiving

The reporting and archiving server enables long-term storage of plant history data: at least for 10 years. Production reports are based on the data from the archiving server. The user interface is accessed from a dedicated reporting and archiving operator station. The user interface language is English.

The reporting and archiving server has storage and viewing capability for the following data:

- Report data – Production report
- Trend data – Analogue plant process data
- Alarms and events – Discrete plant process data

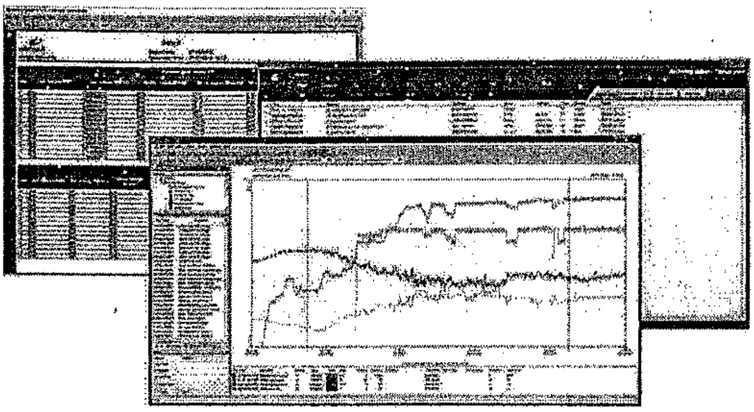


Figure 14 The picture above is an example of a set of typical archiving station displays; a historical trend display, an alarm and event display, and a production report display

Reporting and archiving server

The reporting and archiving server handles all tasks related to reporting and archiving such as report generation, visualization and data storage.

The reporting and archiving system is hardened, incorporates malware prevention and network segmentation.

The reporting and archiving server equipment is installed in the WOIS server rack.

Communication to third parties

Realtime monitoring (OPC)

Communication of Wärtsilä plant signals available in WOIS to third party (customer) systems are accessible according to the following method.

Control panels

Common control panel

The common control panel (CFA901) contains the mimic diagram for the plant's Medium-Voltage system, and operating switches, buttons and meters for manual synchronizing. It also contains the common PLC system.

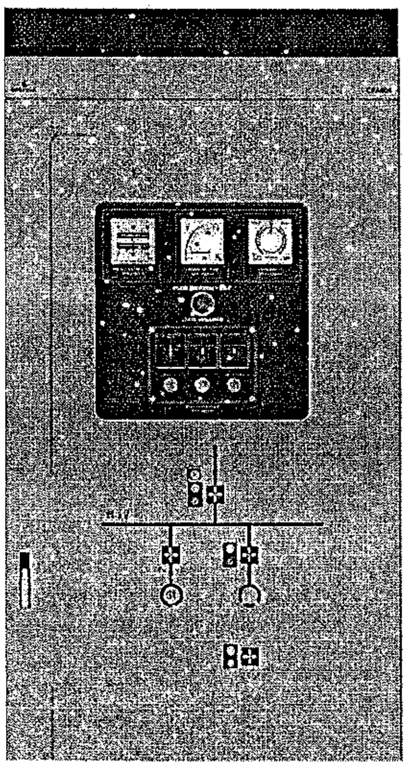


Figure 15 Example of a typical common control pan

Generating set control panel

The generating set control panel (CFC 0_1) contains selectors for the generating set operating mode, meters, manual control interface for manual control, the Power Monitoring Unit, the protection relay(s) and the hardwired engine-shutdown and breaker-trip circuits. In auto-mode, the PLC system together with the automation system performs the starting and stopping sequences automatically and sets the active load and the power factor references for the primary controls according to the set points entered into the WOIS workstation. The automation system and the PLC supervise the status of the generating set constantly, regardless of the running mode.

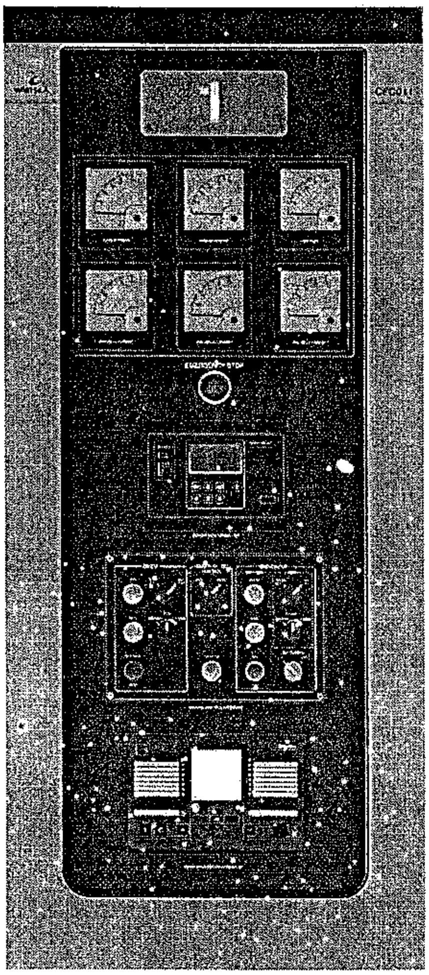


Figure 16 Example of a typical generating set control panel

Local generating set control panel

The local generating set control panel, CFE0_1, contains the following equipment:

1	Remote Input-Output unit for PLC (project specific) - Power supply unit (110/24 VDC) - Remote communication card - Digital Input - Output cards - Analogue Input - Output cards
6	DC/DC converters for engine (UNIC-system) power supply (project specific)
1	Automatic voltage regulator (AVR) for the generator

1 Generating set emergency stop push-button
1 Ethernet switch

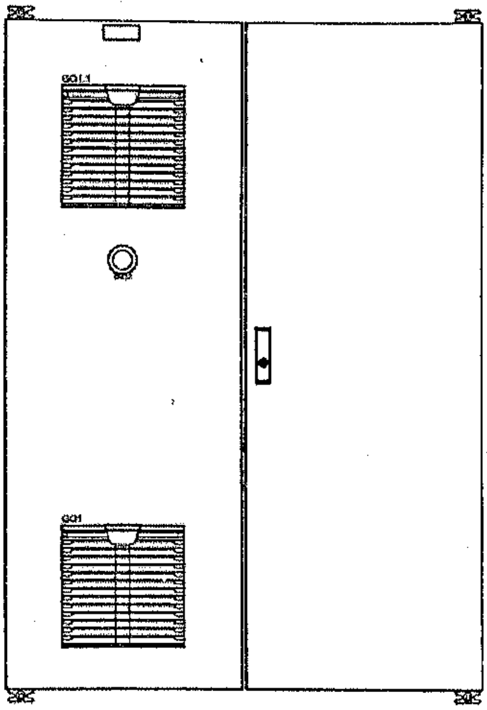


Figure 18 Example of a typical local generating set control panel

4 Auxiliary control panel (mounted on the Engine auxiliary module)

The auxiliary control panel includes breakers and controls for the electric motors and the generating set's heaters as indicated below. It is also equipped with indicator lamps and alarms. The panel controls the following electric motors and heaters (if applicable):

MEDIUM VOLTAGE SYSTEM

Main busbar, Generator cubicle, Step-up transformer cubicle, Station Auxiliary transformer feeder cubicle, Measuring cubicle, Neutral point cubicle.

The switchgear is designed, manufactured and tested according to IEC 62271-200 and IEC 62271 standards.
The switchgear is designed with the following ratings:

Rated insulation voltage	12.0	kV
Rated voltage	11000	V
Rated current for bus bars	3150	A
Rated short circuit withstand current I_{th}/1 sec.	50	kA/s

A7.2.1

A7.3 LOW VOLTAGE SYSTEM

The low-voltage system distributes low-voltage electricity to electrical consumers included in Wärtsilä's scope of supply.

1 Station auxiliary transformer

The station auxiliary transformer is a three-phase, two-winding, naturally cooled distribution transformer, and is sized with the following ratings:

Rated power	2000	kVA
Rated incoming voltage ± 2x2.5%	11000	V
Rated outgoing voltage	400	V
Standard	IEC 60076	
Type	Oil	

Low voltage switchgear

The low-voltage switchboard is a steel-sheet-enclosed, cubicle-type switchboard that feeds motor control centres, motors and other apparatus of the power plant delivered by Wärtsilä.

Fire detection system

The fire detection system is required for saving lives and minimizing damage to material in case of fire. The detection system is designed to detect a fire and give alarm in a possible early stage and minimizing false alarms in order to give the power plant operator opportunity to take actions to minimize operational disturbances of the power plant.

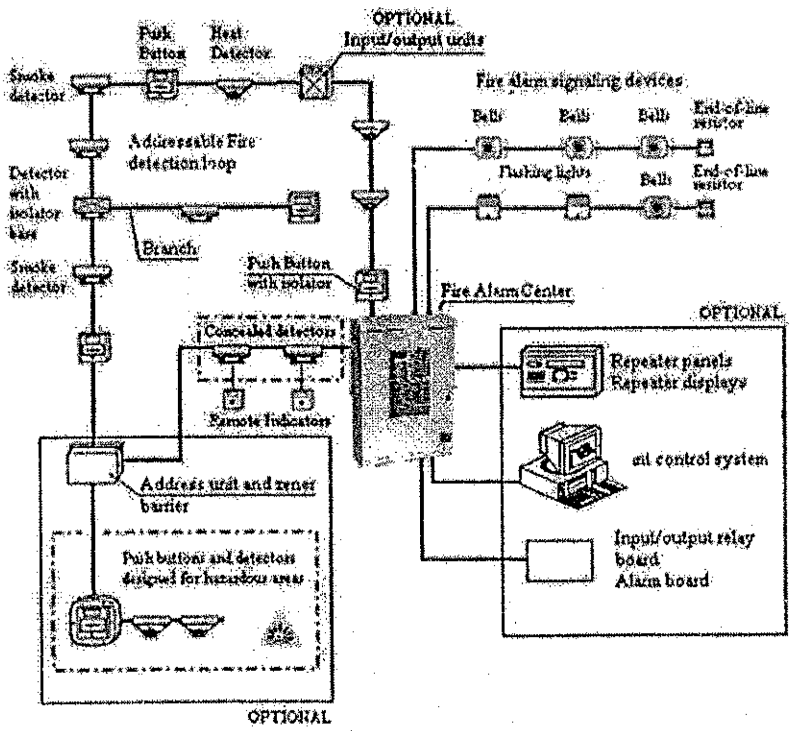


Figure 1 Typical setup of an addressable system

Annexure-26

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE-၂/(၁၅)/(င)/(ရွှေတောင်)/(၁၄၅၀၄)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ စက်တင်ဘာလ ၂ ရက်

သို့

ပြန်တမ်းဝင်ရှင်းလင်းပြဌာနမှူးကော်မရှင်

အကြောင်းအရာ။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အား သဘောထား မှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန်ကိစ္စ

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ IPP / BOT စနစ်ဖြင့် ရွှေတောင်ဓာတ်အားပေးစက်ရုံ ဓာတ်ငွေ့တာဘိုင်စက်များအား စက်အသစ်များ အစားထိုး တည်ဆောက်ခြင်းလုပ်ငန်း ဆောင်ရွက်နိုင်ရေးအတွက် တင်ဒါအောင်မြင်ခဲ့သော Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြား ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေး လုပ်ထုံးလုပ်နည်းနှင့်အညီဆက်လက်ဆောင်ရွက်ခွင့်ပြုပါရန် ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပခဲ့သည့် ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) သို့ တင်ပြခွင့်ပြုချက် ရယူခဲ့ရာ သဘောတူကြောင်းဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြားချုပ်ဆိုမည့် ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အား ဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံ အပ်ပါသည်။

ပူးတွဲလျက်။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE-၂/(၅)/(င)/(ရွှေတောင်)/(၃၄၂၀)/၂၀၁၉

ရက်စွဲ၊ ၂၀၁၉ ခုနှစ်၊ အောက်တိုဘာလ ၂ ရက်

သို့

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

အကြောင်းအရာ။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အား သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန်ကိစ္စ

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ IPP / BOT စနစ်ဖြင့် ရွှေတောင်ဓာတ်အားပေးစက်ရုံရှိ ဓာတ်ငွေ့တာဘိုင်စက်များအား စက်အသစ်များ အစားထိုးတပ်ဆင်ခြင်းလုပ်ငန်း ဆောင်ရွက်နိုင်ရေးအတွက် တင်ဒါအောင်မြင်ခဲ့သော Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြား ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေး လုပ်ထုံးလုပ်နည်းနှင့်အညီဆက်လက်ဆောင်ရွက်ခွင့်ပြုပါရန် ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပခဲ့သည့် ပြည်ထောင်စုအစိုးရအဖွဲ့ အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) သို့ တင်ပြခွင့်ပြုချက်ရယူခဲ့ရာ သဘောတူကြောင်းဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြားချုပ်ဆိုမည့် ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညွှန်ကြားချက်အရ ပေးပို့အပ်ပါသည်။

ပူးတွဲလျက်၊ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး ( )

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE-၂/(တရ)/(င)/(ရွှေတောင်)/(၆၂၀၂)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ စက်တင်ဘာလ ၂ ရက်

သို့

စီမံကိန်းနှင့်ဘဏ္ဍာရေးဝန်ကြီးဌာန

အကြောင်းအရာ။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အား သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန်ကိစ္စ

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ IPP / BOT စနစ်ဖြင့် ရွှေတောင်ဓာတ်အားပေးစက်ရုံရှိ ဓာတ်ငွေ့တာဘိုင်စက်များအား စက်အသစ်များ အစားထိုးတည်ဆောက်ခြင်းလုပ်ငန်း ဆောင်ရွက်နိုင်ရေးအတွက် တင်ဒါအောင်မြင်ခဲ့သော Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြား ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေး လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်ခွင့်ပြုပါရန် ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပခဲ့သည့် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) သို့ တင်ပြခွင့်ပြုချက်ရယူခဲ့ရာ သဘောတူကြောင်းဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြားချုပ်ဆိုမည့် ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက်။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) (၇) အုပ်

ပြည်ထောင်စုဝန်ကြီး(မှတ)

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

ငွေတိုက်ဦးစီးဌာန (မိတ္တူ ၁ အုပ်)

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ကန့်သတ်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ ဝလစ - ၂/(၂၇)/(၀)/(ရွှေတောင်)/(၁၄၂၄) /၂၀၁၉

ရက်စွဲ၊ ၂၀၁၉ ခုနှစ်၊ စက်တင်ဘာလ ၊ ရက်

သို့

ပြည်ထောင်စုရှေ့နေချုပ်ရုံး

အကြောင်းအရာ။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပေါ် သဘောထား မှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန်ကိစ္စ

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ IPP / BOT စနစ်ဖြင့် ရွှေတောင်ဓာတ်အားပေးစက်ရုံ၏ ဓာတ်ငွေ့တာဘိုင်စက်များအစား စက်အသစ်များ အစားထိုး တည်ဆောက်ခြင်းလုပ်ငန်း ဆောင်ရွက်နိုင်ရေးအတွက် တင်ဒါအောင်မြင်ခဲ့သော Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြား ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေး လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်ခွင့်ပြုပါရန် ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပခဲ့သည့် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) သို့ တင်ပြခွင့်ပြုချက် ရယူခဲ့ရာ သဘောတူကြောင်း ဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြားချုပ်ဆိုမည့် ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အား ဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညွှန်ကြားချက်အရ ပေးပို့အပ်ပါသည်။

ပူးတွဲလျက်။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) (၁) စုံ

ပြည်ထောင်စုဝန်ကြီး(ကိုယ်စား)

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/ မျှောစာတွဲ

ကန့်သတ်

လျှို့ဝှက်

ပြည်ထောင်စုသမ္မတမြန်မာနိုင်ငံတော်အစိုးရ

လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန

စာအမှတ်၊ MOEE-၂/(၆)/(ပ)/(ရွှေတောင်)/(၁၄၂၄)/၂၀၁၉

ရက်စွဲ ၊ ၂၀၁၉ ခုနှစ်၊ စက်တင်ဘာလ ၂ ရက်

သို့

မြန်မာနိုင်ငံတော်ဗဟိုဘဏ်

အကြောင်းအရာ။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) အား သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန်ကိစ္စ

၁။ လျှပ်စစ်နှင့်စွမ်းအင်ဝန်ကြီးဌာန၊ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းမှ IPP / BOT စနစ်ဖြင့် ရွှေတောင်ဓာတ်အားပေးစက်ရုံရှိ ဓာတ်ငွေ့တာဘိုင်စက်များအား စက်အသစ်များ အစားထိုးတည်ဆောက်ခြင်းလုပ်ငန်း ဆောင်ရွက်နိုင်ရေးအတွက် တင်ဒါအောင်မြင်ခဲ့သော Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြား ဓာတ်အားဝယ်ယူရေးစာချုပ် ချုပ်ဆိုနိုင်ရေး လုပ်ထုံးလုပ်နည်းနှင့်အညီ ဆက်လက်ဆောင်ရွက်ခွင့်ပြုပါရန် ၂၀-၆-၂၀၁၉ ရက်တွင် ကျင်းပသည့် ပြည်ထောင်စုအစိုးရအဖွဲ့အစည်းအဝေးအမှတ်စဉ် (၁၂/၂၀၁၉) သို့ တင်ပြခွင့်ပြုချက် ရယူခဲ့ရာ သဘောတူကြောင်းဆုံးဖြတ်ခဲ့ပါသည်။

၂။ သို့ဖြစ်ပါ၍ လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်းနှင့် Consortium of MCM Co., Ltd and POSCO International Corporation တို့အကြားချုပ်ဆိုမည့် ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အား ဝယ်ယူရေးစာချုပ် (မူကြမ်း) အပေါ် သဘောထားမှတ်ချက်ပြန်ကြားပေးနိုင်ပါရန် ညှိနှိုင်းမေတ္တာရပ်ခံအပ်ပါသည်။

ပူးတွဲလျက်။ ရွှေတောင် ၇၀ မဂ္ဂါဝပ် ဓာတ်အားဝယ်ယူရေးစာချုပ် (မူကြမ်း) (၁) အုပ်

ပြည်ထောင်စုဝန်ကြီး( )

(တင်မောင်ဦး၊ အမြဲတမ်းအတွင်းဝန်)

မိတ္တူကို

လျှပ်စစ်ဓာတ်အားထုတ်လုပ်ရေးလုပ်ငန်း

ရုံးလက်ခံ/မျှောစာတွဲ

MCM POWER

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သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

MCM POWER CO., LTD. MYANMAR

နေ့စွဲ ။ ၂၀၁၉ ခုနှစ်၊ ဒီဇင်ဘာလ (၄)ရက်

အကြောင်းအရာ ။ ။ MCM Power Co., Ltd. ၏ ဝန်ထမ်းသက်သာချောင်ချိရေးနှင့် လုပ်ငန်းခွင်သာယာရေးအစီအစဉ်များအား တင်ပြခြင်း။

အထက်ဖော်ပြပါ ကိစ္စနှင့်စပ်လျဉ်း၍ ကျွန်တော်များ ကုမ္ပဏီအနေဖြင့် ဓါတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွက် လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရောင်းချရန်အတွက် အဆိုပြုလွှာကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ တင်ပြလျှောက်ထားသော ကုမ္ပဏီ တစ်ခုဖြစ်ပါသည်။

(၁) ဝန်ထမ်းကြိုပို့ယာဉ်များစီစဉ်ပေးခြင်း

(၂) ဝန်ထမ်း/မိသားစုအိမ်ရာများ တည်ဆောက်ပေးခြင်း၊ ဝန်ထမ်းများ၏ လူနေမှုလုံခြုံရေးအတွက် အပြည့်အဝ တာဝန်ယူဆောင်ရွက် ပေးခြင်း၊ သောက်ရေသန့်၊ အိမ်သုံးရေနှင့် လျှပ်စစ်မီးလုံလောက်စွာ ရရှိအောင် တာဝန်ယူဆောင်ရွက်ပေးခြင်း။

(၃) ဆက်သွယ်ရေး ကွန်ရက်များ (ဖုန်း၊ အင်တာနက် ဝိုင်ဖိုင်)စသည်များ ကောင်းမွန်စေရန် ဆောင်ရွက်ပေးခြင်း။

(၄) စားဖိုဆောင်နှင့် ခေတ္တနားနေဆောင်များ ထားရှိပေးခြင်း။

(၅) ဝန်ထမ်းများသက်သာချောင်ချိရေးအတွက် ဆောင်ရွက်ပေးခြင်း၊ ဝန်ထမ်းသက်သာထမင်းဆိုင်/လက်ဖက်ရည်ဆိုင်များ ဖွင့်လှစ်ပေးခြင်း

(၆) ဝန်ထမ်းများ၏ ကျန်းမာရေးအတွက် စောင့်ရှောက်မှုဆိုင်ရာ လုပ်ငန်းစဉ်များအတွက်
- ဆေးရုံဆေးပေးခန်းများဆောက်ခြင်း၊
- အချိန်ပြည့်ဆရာဝန်နှင့်သူနာပြုများထားရှိပေးခြင်း၊
- ကျန်းမာရေးလေ့ကျင့်ခန်းပြုလုပ်နိုင်သည့် စက်ကရိယာများ ထားရှိပေးခြင်း

(၇) ဝန်ထမ်းသားသမီးများ ပညာရေးတိုးတက်မှုအတွက် သက်ဆိုင်ရာ ပတ်ဝန်းကျင်ကျောင်းများနှင့် ပူးပေါင်းပြီး ပညာရေးပိုမိုဖွံ့ဖြိုးတိုးတက်မှုအတွက် ဆောင်ရွက်ခြင်း၊ ဝန်ထမ်းသားသမီးများ အတွက် ပညာသင်ထောက်ပံ့ဆုပေးခြင်း

(၈) ဝန်ထမ်းများအတွက် ရာသီအလိုက် ပျော်ပွဲရွှင်ပွဲများ အားကစားပြိုင်ပွဲများ ပြုလုပ်ပေးခြင်း၊ ဝန်ထမ်းများအတွက် နှစ်စဉ်ဆုကြေးများ ပေးခြင်း စသည်များကို ဆောင်ရွက်ပေးပါမည်ဟု လေးစားစွာ တင်ပြအပ်ပါသည်။

လေးစားစွာဖြင့်

AUNG HLAING OO
MANAGING DIRECTOR
MCM POWER COMPANY LIMITED

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သို့

ဥက္ကဋ္ဌ
မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်

နေ့စွဲ ။ ၂၀၁၉ ခုနှစ်၊ ဒီဇင်ဘာလ (၄)ရက်

အကြောင်းအရာ ။ ။ **MCM Power Co., Ltd. ၏ မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက်အား အစီအစဉ်အား တင်ပြခြင်း။**

အထက်ဖော်ပြပါ ကိစ္စနှင့်စပ်လျဉ်း၍ ကျွန်တော်များ ကုမ္ပဏီအနေဖြင့် ဓါတ်အားပေးစက်ရုံ တည်ဆောက်ပြီး မြန်မာနိုင်ငံအတွက် လျှပ်စစ်ဓါတ်အား ထုတ်လုပ်ရောင်းချရန်အတွက် အဆိုပြုလွှာကို မြန်မာနိုင်ငံရင်းနှီးမြှုပ်နှံမှုကော်မရှင်သို့ တင်ပြလျှောက်ထားသော ကုမ္ပဏီ တစ်ခုဖြစ်ပါသည်။

ကျွန်တော်များကုမ္ပဏီ၏ မီးဘေးကြိုတင်ကာကွယ်ရေးစီမံချက်များကို ရေးဆွဲပြဋ္ဌာန်း၊ အကောင်အထည်ဖော်မည်ဖြစ်ပါကြောင်း လေးစားစွာဖြင့် တင်ပြအပ်ပါသည်။

၁။ ဆောင်ရွက်မည့် ရည်ရွယ်ချက်

စီမံကိန်းရှိ အဆောက်အဦးများအားလုံးအတွက် မီးဘေးအန္တရာယ်ကို ကာကွယ်ရန် မီးဘေး ကြိုတင်ကာကွယ်ရေးစီမံချက်ကို ရေးဆွဲဆောင်ရွက်ရခြင်းဖြစ်ပါသည်။

၂။ ဆောင်ရွက်မည့် မီးဘေးလုံခြုံရေးစီမံချက်

မီးဘေး အန္တရာယ်ကြိုတင်ကာကွယ်မှု လုံခြုံရေးစီမံချက်ကို အကောင်အထည်ဖော်ဆောင်ရွက်ရန် အောက်ပါအဖွဲ့များ ဖွဲ့စည်းထားပါသည်။

(က) <u>မီးဘေးကြိုတင်ကာကွယ်ရေးအဖွဲ့</u>

(၁) အဆောက်အဦဝင်းအတွင်းတွင် Fire Alarm System ကိုထားရှိရန်။

(၂) ရေလှောင်ကန်များထားရှိရန်။

(၃) မီးလောင်မှုဖြစ်ပွားတတ်သည့်နေရာများတွင် မီးသတိပြုစာတမ်းများ ချိတ်ဆွဲခြင်းများ ပြုလုပ်ရန်။

(၄) အဆောက်အဦများအတွင်း သတ်မှတ်နေရာများတွင် မီးငြိမ်းသတ်ရေး ကိရိယာများ၊ မီးသတ်ဆေးဘူးများ ထားရှိရန်နှင့် အမြဲမပြတ် စစ်ဆေးရန်။

(၅) အဆောက်အဦများရှိ လျှပ်စစ်ဝါယာကြိုးများအား အမြဲတမ်းစစ်ဆေးရန်။

(၆) မီးငြိမ်းသတ်ခြင်းနှင့် မီးသတ်ဆေးဗူးများအား အသုံးပြုပုံ နည်းပညာရပ်များ တတ်သိကျွမ်းကျင်မှု ရှိစေရန် သင်တန်းများ တက်ရောက်ထားရှိခြင်းနှင့် ဆင့်ပွားသင်တန်းပေးခြင်း စီစဉ်ဆောင်ရွက်ရန်။

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(၇) အဆောက်အဦးပရဝဏ်အတွင်း ဆေးလိပ်သောက်ခြင်း၊ အမှိုက်များ မီးရှို့ခြင်းတို့ တားမြစ်ရန်။

(၈) အရေးပေါ် မီးဘေးကယ်ဆယ်ရေးလုပ်ငန်းစဉ်အတွက် အသင့်ဖြစ်နေစေရန် Fire Drill အား အနည်းဆုံး သုံးလလျှင် (၁)ကြိမ်ပြုလုပ်ရန်။

(ခ) **မီးငြိမ်းသတ်ရေးအဖွဲ့**

(၁)	ကြီးကြပ်ခေါင်းဆောင်	(၂) ဦး
(၂)	ဒုကြီးကြပ်ခေါင်းဆောင်	(၄) ဦး
(၃)	အဖွဲ့ဝင်	(၂၀) ဦး
	စုစုပေါင်းအင်အား	(၂၆)ဦး

(ဂ) **ကယ်ဆယ်ရေးအဖွဲ့နှင့်သူနာပြုအဖွဲ့**

ယင်းအဖွဲ့သည် ဆေးပေးခန်းရှိ ဆရာဝန်၊ သူနာပြုနှင့် အခြားအဖွဲ့ဝင်များဖြင့် ဖွဲ့စည်းထားရှိမည်ဖြစ်သည်။ အကယ်၍ မတော်တဆ ဒဏ်ရာရရှိသည့်သူများအား ရှေးဦးသူနာပြုစုခြင်း၊ လိုအပ်သော ဆေးဝါးကုသခြင်းများ ပြုလုပ်ပေးမည် ဖြစ်ပါသည်။

(ဃ) **ဝန်ထမ်းသယ်ယူရေးအဖွဲ့**

(၁)	ကြီးကြပ်ခေါင်းဆောင်	(၂) ဦး
(၂)	ဒုကြီးကြပ်ခေါင်းဆောင်	(၄) ဦး
(၃)	အဖွဲ့ဝင်	(၂၀) ဦး
	စုစုပေါင်းအင်အား	(၂၆) ဦး

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လေးစားစွာဖြင့်

MCM POWER COMPANY LIMITED

No.20/21, Thukhawaddy Road, 6 Quarter, Yankin Township, Yangon, Myanmar.
Tel : 951-2334467~69, 8566672, Fax : 951-2334471, Email : info@mcmpacific.com

The Chairman

Myanmar Investment Commission (MIC)

Republic of the Union of Myanamr

MCM POWER CO., LTD. MYANMAR

Date : 2nd Dec, 2019

Undertaking for Corporate Social Responsibility

Dear Sir,

We would like to inform you that we will manage our proposal for the Corporate Social Responsibility ("CSR") of MCM Power Company Limited. CSR is a very important issue aspect of our busniess. It is about maintaing the necessary controls to minimize risks, while obtaining positive impacts for our J.V Company's activities.

We will pay fully attention to corporate social responsibility and multiple approaches will be employed for the best interests of both the community and our Power project. The CSR sector becoming and competing with the other global organizations.

So, MCM Power Co., Ltd Undertakes that (2%)of net profit earned from our business will be contributed towards Corporate Social Responsibilities (CSR) in the Republic of the Union of Myanmar.

Sincerely yours,

Best regards,

DRAFT POWER PURCHAGE AGREEMENT (PPA)

[Document subtitle]

[DATE]

BY ADGUARD

[Company address]

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THIS POWER PURCHASE AGREEMENT (hereinafter referred to as the **Agreement**) is made on this day of [ ].

Between

(1) **Electric Power Generation Enterprise**, State Owned Enterprise managed by the Ministry of Electricity and Energy ("MOEE"), the Republic of the Union of Myanmar, that is responsible for power generation and bulk electric energy sales with its head office at Office Building No. 27, Nay Pyi Taw (hereinafter referred to as "EPGE" which expression shall include its successors and permitted assigns) represented by U Than Naing Oo, Managing Director of the one part;And

(2) MCM **Power Company Limited**, a limited liability company incorporated and registered under the laws of the Republic of the Union of Myanmar, having legal address at [ ], Yangon, Myanmar (hereinafter referred to as the "Company" which expression shall include its successors, legal representatives and permitted assigns) represented by U Aung Hlaing Oo, of the other part.

The Company and EPGE are also each referred to herein as a **Party** and collectively as the **Parties**.

Whereas:

(A) The Government of the Republic of the Union of Myanmar has announced the policy of encouraging and promoting the development of independent power producers for generating electricity to meet electricity demands in the Republic of the Union of Myanmar.

(B) To advance such Governmental policy, EPGE and the Company have entered into this **Agreement** setting out the terms on which the Company has agreed to develop, construct, finance, operate and maintain and transfer a [70] MW (gross installed generating capacity, gas-fired electricity generating plant at the Shwe Taung, Pagu Region, the Republic of the Union of Myanmar (the "**Project**") to provide electricity to EPGE.

Now, thereof, in consideration of the mutual covenants contained in this Agreement the sufficiency and adequacy of which are hereby acknowledge, the Parties agree to the followings:

SECTION 1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

Unless otherwise defined herein, capitalized terms used herein shall have the following meanings, whether used in the singular or in the plural:

Access Rights means, with respect to the Facility Site for the period commencing on the Effective Date and ending on the last day of the Term, the lease right of way, easements or other access rights required by the Company for the purposes of construction, completion, repair, modification, fueling and operation of the Facility;

Actual Site Conditions means, with respect to the determination of:

(i) the Tested Net Capacity to be determined by the Parties pursuant to a Net Capacity Test; and

(ii) the Fuel consumption of the Facility to be determined by the Parties pursuant to a Net Heat Rate Test, and

(iii) the actual output and actual heat rate

the actual conditions on the Site that exists during the any operation period;

Affected Party means the Party that is affected by a Force Majeure or a Governmental Force Majeure as referred to in Section 12.1;

Affiliate means, with respect to any person, any other person that, directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with that person. For the purposes of this definition, **control** in the definition of Affiliate means direct or indirect ownership of more than 50 per cent of the outstanding share capital or other equity interests having ordinary voting power;

Agreement means this Power Purchase Agreement;

Annual Guaranteed Generation Amount

has the meaning assigned to it in Schedule 2;

Annual Settlement Period

means a period having a duration of twelve (12) full calendar Months commencing on the first day of February of a given calendar year and ending on the last day of January of the following calendar year; provided that:

(a) the first Annual Settlement Period shall commence on the Commercial Operation Date and end on the first 31st of January following the Commercial Operation Date;

(b) the last Annual Settlement Period shall end on the last day of the Term;

Approved Account Institution

means a financial institution listed in Schedule 19 (Approved Account Institution) or such other financial institution that the Parties may agree;

Availability means, subject to the terms and conditions of this Agreement, the capability of the Facility (in MW) to provide generating capacity and electricity to EPGE, regardless of any event, condition or circumstance that might affect such capability but is or are not under the Company's control, including without limitation: (a) the level at which EPGE or DPTSC dispatches the Facility; (b) the ability of DPTSC and/or the National Grid System to accept or transmit electrical energy generated from the Facility; and (c) the quantity and/or the quality of the Fuel that EPGE is obliged under this Agreement to supply to the Facility for its power generation, and **Available** shall be construed accordingly;

Availability Notice means a statement in the form set out in Schedule 15 declaring or revising, with respect to the relevant Settlement Period specified in such form, the capability of the Facility to provide: (i) generating capacity up to the Contracted Capacity; and (ii) other Contracted Operating Characteristics set out in Schedule 1;

Back-Up Metering Equipment

means the Back-Up Meter and associated devices as described in Schedule 13 (Metering, SCADA and Communication System);

Billing Period means each Month during the Term; provided that: (i) the first Billing Period shall begin on the Commercial Operation Date; and (ii) the last Billing Period shall end on the last day of the Term;

Business Day means any weekday from Monday through Friday, excluding in each calendar year the national holidays of the Republic of the Union of Myanmar and other bank holidays designated by the Central Bank of Myanmar;

Change in Law means any of the following events occurring after the Execution Date as a result of any action by any Governmental Authority: (i) a change in or repeal of an existing Law; (ii) an enactment or making of a new Law; and (iii) a change in the manner in which a Law is applied or in the application or interpretation thereof (including any interpretation of environmental standards);

Commercial Operation Date

means the date certified by the respective engineers on the part of EPGE and the Company that the Facility has successfully completed the Commercial Operations Test and is capable of commencing commercial operation in accordance with Section 3.7.1;

Commercial Operations Test

means the series of tests to determine: (a) the net generating capacity and Operating Characteristics of the Facility; and (b) the capability of the Facility to commence commercial operation as required under this Agreement, as set out in Section 3.7 and Schedule 14;

Company Security means the Construction Security and/or the Transfer Security, in each case substantially in the form of Schedule 12 (Form of Company Security);

Condition Precedent means each condition precedent to the effectiveness of this Agreement set out in Section 2.3;

Confirmation Statement means a statement in the form set out in Schedule 15 confirming the capability of the Facility to provide (i) generating capacity up to its Contracted Capacity; and (ii) the other Contracted Operating Characteristics set out in Schedule 1;

Connection means the link between the Facility and the National Grid System;

Connection Point means the physical point or points where the Facility and the National Grid System are connected, which shall be in the EPGE's switchyard, as is more particularly shown in the diagram provided in Schedule 13;

Construction Commencement Date

Means issuing date of LoA to the Company;

Construction Security means a letter of guarantee in the amount of [USD] which secure any liquidated damage that may be payable by the Company under Section 11.1 or 11.3 and any other amounts that may be payable by the Company to EPGE from time to time according to Section 11.2;

Contracted Capacity means the contracted net power output of [28] MW for Phased 1 or [70] MW for Phased 2, respectively, to the National Grid System as set out in Schedule 2;

Contracted Operating Characteristics

means the Operating Characteristics of the Facility as set out in Schedule 1;

Contract Year means each period commencing from 1 January and ending on 31 December of the relevant calendar year during the Term; provided that:

(a) the first Contract Year shall commence on the Commercial Operation Date and end on 31 December of that calendar

year during which the Commercial Operation Date occurs; and

(b) the last Contract Year shall commence on 1 January of that calendar year during which the last day of the Term occurs and end on the last day of the Term;

Control Centre means any one of national or regional control centres responsible for the Dispatch of the Facility, as designated by EPGE from time to time;

Debt Financing means any loans, credit facilities, notes (including floating rate notes and commercial papers), bonds, subordinated debt (other than equity, shareholder loans, equity bridge loans or other funding in the nature of equity), letters of credit (and related agreements), working capital, security agreements, swap or hedging arrangements, guarantees, credit support instruments and any other arrangements of an equivalent or similar nature which provides funding and financial support to the Company in respect of the Project;

Declared Availability has the meaning assigned to it in Schedule 2;

Declared Operating Characteristics

means, with respect to any given Settlement Period, the Operating Characteristics during that Settlement Period (up to its Contracted Operating Characteristics) as declared by the Company to EPGE in the Availability Notice issued in accordance with paragraph 3.1 of Schedule 3 (Scheduling and Dispatch Procedures);

Default Rate means the rate equal to zero point zero two percent (0.02%) per day;

Dependable Contracted Capacity

means the net capacity of the Facility (measured in MW) tested annually in accordance with Section 3.7;

Design Limits means the operational limits of the Facility as set out in Schedule 1;

Dispatch means the direction by DPTSC's Control Centre instructing the Facility to commence, increase, decrease or cease the generation and delivery of electricity into the National Grid System;

Dispatch Instruction means an instruction issued by the Control Centre to the Company to perform one or more of the Declared Operating Characteristics or other operation permitted by this Agreement;

Disputes means any dispute, claim, difference or controversy arising out of, relating to or having a connection with this Agreement, including any dispute as to its existence, validity, interpretation, performance, breach or termination or the consequence of its nullity;

DPTSC means Department of Power Transmission and System Control, being the authorized utility to own solely, construct, operate and manage the National Grid System across Myanmar;

Dry Season means, unless otherwise agreed upon by the Parties, for any given Annual Settlement Period other than the first Annual Settlement Period and the last Annual Settlement Period, a period of five (5) consecutive calendar months commencing on the first day of February of a given calendar year and ending on the last day of June of the same calendar year; provided that:

(a) if the Commercial Operation Date falls within the Dry Season, the first Dry Season shall commence on the Commercial Operation Date and end on the last day of June of the same calendar year; and

(b) if the last day of the Term falls within the Dry Season, the last Dry Season shall end on the last day of the Term;

Dry Season Guaranteed Generation Amount

has the meaning assigned to it in Schedule 2;

Effective Date means the date on which all provisions of this Agreement take full force and effect, being the later of the date on which:

(a) the Company issues a notice under Section 2.3.4 to EPGE confirming that all Conditions Precedent to be satisfied by EPGE have been either satisfied or waived; and

(b) EPGE issues a notice under Section 2.3.4 to the Company confirming that all Conditions Precedent to be satisfied by the Company have been either satisfied or waived;

Emergency Conditions	means a condition or situation that in EPGE's reasonable judgment is likely to cause: (i) an imminent physical threat of danger to life, health or property, or (ii) a significant disruption on the National Grid System that would adversely affect EPGE's ability to meet its obligation to provide safe, adequate and reliable supply of electricity to its customers;
Energizing Date	means the date determined in accordance with Section 3.6.1 on which the Connection is energized for the pre-operation testing and startup of the Facility;
Energy Payment	means the payment made periodically by EPGE to the Company during the Term as determined in accordance with Schedule 2 (Payments and Tariffs);
EPC Contract	means the engineering, procurement and construction contract to be entered into between the Company for the design, construction and testing and commissioning of the Facility;
Event of Default	means an event, condition or circumstance described in Section 10.1 or 10.2;
Execution Date	means the date on which this Agreement is signed by the Parties;
Expert	means any person appointed by the Parties pursuant to Section 14.2.1;
Facility	means the power generating facilities developed by the Company pursuant to this Agreement and all associated buildings, structures, roads, and other associated infrastructure and appurtenances including the New Fuel Supply Infrastructure and the New Transmission Facilities;

Facility Site means the land on which the Facility is, or will be when constructed, located;

Final Confirmation Statement

means the statement which has its meaning assigned in Section 17.5;

Financing Documents means the loan agreements, notes, indentures, security agreements, guarantees, hedging agreements, insurance policies and other documents relating to the financing (including refinancing) of the development, construction, acquisition, ownership, operation and maintenance of the Facility (including any other agreements in connection with Debt Financing);

Financial Model means a financial model in Microsoft Excel format audited by an independent accounting firm in form and substance satisfactory to EPGE, including, in any event, reasonable details of:

(a) project costs for the development, construction, testing and commissioning of the Project;

(b) debt and/or equity financing costs of the Project and monthly debt and equity drawdowns;

(c) scheduled debt repayments and scheduled interest payments for any proposed or current Debt Financing; and

(d) detailed semi-annual revenue, cost and cash flow projections for the Project;

Financial Close Date means the date on which all relevant Financing Documents required to fund the development, acquisition, construction and ownership for the Facility have been duly executed and either:

(a) first drawdown has occurred under any one or more of the Financing Documents and the Company has provided written notice of such occurrence (together with reasonable supporting evidence) to EPGE; or

(b) EPGE has received a certificate from the lead bank, agent or trustee on behalf of the Financing Parties (or any other evidence reasonably satisfactory to EPGE) confirming that

all conditions precedent to the first drawdown of funds under the Financing Documents have been satisfied or waived by the Financing Parties,

which Financial Close Date is expected, without obligation, to occur within 365 days after the Execution Date;

Financing Parties means any financial institutions (and their respective successors and assigns) that are parties to the Financing Documents;

Fiscal Year means the period commencing on 1 October of a calendar year and ending on 30 September of the following calendar year;

Force Majeure means an event, condition or circumstance (including the effects thereof) which: (i) is beyond the reasonable control of the Affected Party; (ii) is not the direct or indirect result of a breach by the Affected Party of any of its obligations under this Agreement; and (iii) despite the reasonable endeavors of the Affected Party, causes a delay or disruption in the performance by the Affected Party of any obligation imposed under this Agreement. Subject to satisfaction of the foregoing requirements, Force Majeure shall include (without limitation) the following events, conditions or circumstances (including the effects thereof):

(a) epidemic or plague;

(b) earthquake, landslide, accident, fire, explosion or unusually severe weather conditions (including storm, tempest or flood);

(c) any force majeure (as defined in the respective document) affecting the performance of any person that is a party to any Project Agreement or other material contract between the Company and that person relating to the Project of any of its obligations under any such agreement or contract;

Force Majeure Grace Period

means:

(a) with respect to any Governmental Force Majeure affecting either Party or Force Majeure affecting EPGE to which Section 12.4.2 applies, a period of up to 14 days after the Scheduled Commercial Operation Date; and

(b) with respect to any Force Majeure affecting EPGE to which Section 12.4.4 applies, a period of up to 14 days after the date on which notice of the relevant Force Majeure was first given under Section 12.2,

Provided that:

(A) the aggregate maximum number of days constituting a Force Majeure Grace Period:

  (i) during any single calendar year, will not exceed 14 days;

  (ii) during the period commencing on the Commercial Operation Date and ending on the 10th anniversary of the Commercial Operation Date, will not exceed 90 days; and

  (iii) during the period commencing on the date immediately following the 10th anniversary of the Commercial Operation Date and ending on the 20th anniversary of the Commercial Operation Date, will not exceed 90; and

  (iv) during the remaining period of the Term, will not exceed 45 days;

(B) EPGE and the Company may, from time to time during the Term, mutually agree (in writing) longer periods with respect to the periods set out in sub-paragraphs (i), (ii), (iii) and/or (iv) above, in which case the relevant period shall be the revised period agreed in writing by the Company and EPGE;

Forced Outage means an Outage that is neither a Planned Outage nor a Short Notice Outage; provided that, for the purposes of determining

the liquidated damages in accordance with Section 2.5.1(c) of Schedule 2, a Forced Outage shall be deemed to be ceased at the midnight of the day during which it occurs, after which its effects shall be considered same as that of a Short Notice Outage;

Fuel means the Natural Gas having such Fuel Specifications as provided in Schedule 4;

Fuel Delivery Point means the interface point at the site of the New Fuel Supply Infrastructure controlled and operated by the Fuel Supplier, as shown in the diagram provided in Schedule 9;

Fuel Metering Equipment

means the metering equipment installed for purposes of measuring the Fuel delivered to the Site as specified in Schedule 9;

Fuel Metering Station means the gas metering and testing station (including the Fuel Metering Equipment) forming part of the Fuel Supplier's infrastructure for the purpose of measuring the quantity and verifying the quality of Fuel delivered to the Company in accordance with the terms of this Agreement;

Fuel Specifications means the specifications for Fuel as set out in Schedule 4 (Fuel Specifications and Supply Data), or such other specifications, as may, subject to Section 7.2.1, be agreed between EPGE to the Company from time to time;

Fuel Supplier means Myanmar Oil and Gas Enterprise or any other person that supplies Fuel to the Company;

Fuel Supply Agreement means the arrangements (whether formal or informal and whether or not in writing) which are in place from time to time between EPGE and the Fuel Supplier pursuant to which Fuel is to be supplied to the Facility in order to satisfy EPGE’s obligations under this Agreement;

Governmental Approval means any approval, consent or other authorization from any Governmental Authority;

Governmental Authority

means the Government of Myanmar and any ministry, department or political subdivision of the Government of Myanmar and any person under the direct or indirect control of the Government of Myanmar exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to the Government of Myanmar, or any national or local governmental entity, instrumentality, agency, authority, corporation, committee, commission or independent regulatory authority within Myanmar;

Governmental Force Majeure

means the occurrence of any act or omission by any Governmental Authority which adversely affects the Company with respect to any of its rights or its ability to perform its obligations under this Agreement or the ability of the Company or any contractors of the Company to perform its or their obligations under any Project Agreement. Subject to satisfaction of the foregoing requirements, Governmental Force Majeure shall include (without limitation) the following events, conditions or circumstances (including the effects thereof):

(a) acts of war (whether war has been declared or not), declaration of national emergency, acts of force by a foreign nation, sanction, imposition of export or import restrictions, blockades, closing of borders or embargo;

(b) general strike or work stoppage (other than those solely affecting the Affected Party), riots, insurrection, civil disturbance, sabotage or acts of public enemies or acts of terrorism; and

(c) expropriation or compulsory acquisition of:

(i) the Facility, the Facility Site, any material assets or rights (including, for the avoidance of doubt, Access

Rights) of the Company or any shares or other interests of the Shareholders in the Company; or

(ii) any other executive, legislative or administrative action of a discriminatory nature by a Governmental Authority (but excluding any judicial action) which prevents the Company from making payments due under the Financing Documents or otherwise deprives the Financing Parties of their fundamental rights as secured creditors of the Company under the Financing Documents;

Governmental Project Agreement

Means this Agreement and the Land Lease Agreement;

Grid Code means any grid code notified to the Company by EPGE, as may be amended from time to time as contemplated in this Agreement;

Guaranteed Generation Amount means:

(a) with respect to a given Annual Settlement Period, the Annual Guaranteed Generation Amount;

(b) with respect to a given Dry Season, the Dry Season Guaranteed Generation Amount);

(c) with respect to a given Wet Season, the Wet Season Guaranteed Generation Amount; and

Initial Dependable Contracted Capacity

has the meaning given to it in Section 3.7.1;

kW means Kilowatt;

kWh means Kilowatt-hour;

Kyat means lawful currency of Myanmar;

Law means any legislation, acts, statute, ordinances, rules, regulations, orders, treaty and customs and usages having the force of law, made by any legislative authority or Governmental Authority prior to or subsequent to the commencement of such Law;

LoA means Letter of Acceptance issued by EPGE and accepted by the Company to start the implementation of the Facility.

Main Shareholder has the meaning given to it in Section 22.1.3;

Metering Equipment means the Primary Metering Equipment and Back-Up Metering Equipment as described in Schedule 13, as more particularly shown in the diagram provided in Schedule 13;

Metering Point means the point where the Metering Equipment is located, which shall be at the Connection Point, as more particularly described and shown in the diagram provided in Schedule 13;

Meter Reconciliation Statement

means a report issued in accordance with Section 17.1 following any meter test conducted pursuant to Section 3.3.3;

MIC Permit means permit or endorsement issued by Myanmar Investment Commission according to the Myanmar Investment Law

Month means calendar month;

Monthly Guaranteed Generation Amount

has the meaning assigned to it in Schedule 2;

MW means Megawatt;

MWh means Megawatt-hour;

Myanmar means the Republic of the Union of Myanmar;

Myanmar Investment Law

means the applicable Myanmar Investment Law;

National Grid System means the bulk power network controlled or used by DPTSC for the purpose of transmitting and distributing electricity to EPGE's customers;

Net Capacity Test means the test to determine the net generating capacity of the Facility as set out in Schedule 14;

Net Electrical Generation

means, for any period as the context requires, the net electrical energy delivered by the Facility (measured in kWh or MWh as appropriate at the Metering Point) into the National Grid System during such period;

New Fuel Supply Infrastructure

means the infrastructure including a gas pipeline, metering skid, and all kind of necessary equipment for completed gas skid;

New Fuel Supply Infrastructure Completion Date

means the date on which EPGE confirms in writing to each of the Fuel Supplier and the Company that the New Fuel Supply Infrastructure has been completed in accordance with Prudent Utility Practices and the terms of any construction contracts applicable to the New Fuel Supply Infrastructure and that all required testing and commissioning of the New Fuel Supply Infrastructure has been successfully completed;

New Transmission Facilities

means the 230 kV Transmission line connection between the Facility and the 230 kV Shwe Taung Substation including completed switch bay;

Notice means a statement or notice in one of the forms set out in Schedule 15 declaring, revising or confirming the capability of the Facility to provide its Contracted Operating Characteristics;

Notice of Dispute means the notice served by either Party to the other Party notifying it of the occurrence of a Dispute and setting out brief details of its nature;

Operating Characteristics

means the parameters which define the capability of the Facility to respond to Dispatch Instructions as set out in Schedule 1;

Operating Notices means notices in relation to the operation of the Facility the forms of which are provided in Schedule 15, including Availability Notice and Outage Notice;

Outage means, on or after the Commercial Operations Date, the interruption or a reduction in the generating capability of the Facility to generate and/or deliver power to the National Grid System that is not the result of:

(a) a request by EPGE or DPTSC made in accordance with this Agreement;

(b) a Force Majeure or a Governmental Force Majeure; or

(c) a condition or event caused by or relating to EPGE, DPTSC, any Governmental Authority or any third party (including the Fuel Supplier);

Outage Notice means a statement in the form set out in Schedule 15 (Format of Operating Notices) declaring or revising the occurrence of an Outage;

O&M Agreement means the operation and maintenance agreement for the Facility entered into between the Company and the Facility operator, if any;

Party means either EPGE or the Company, each being a party to this Agreement; and the term '**Parties**' shall mean both of them collectively;

Payment Invoice/Credit Note

means a statement in the form set out in Schedule 6 issued by the Company in accordance with Section 18.1;

Person means any company, association, organization or body of individuals;

Phased 1 means the installed capacity [28] MW of Facility implemented by the Company in four [4] numbers of engines.

Phased 2 means the installed capacity [70] MW of Facility implemented by the Company in nine [9] numbers of engines subject to the gas availability of Shwe gas supply.

Phased 1 Commercial Operation Date

Means the Commercial Operation Date actually achieved by the Facility for Phased 1.

Phased 2 Commercial Operation Date

Means the Commercial Operation Date actually achieved by the Facility for Phased 2.

Phased 1 Contracted Capacity

means, based on the condition that EPGE supplies Fuel (Yadana Gas) to the Facility at the rate of [8.5] mmscf per day, contracted net power output of [28] MW to the National Grid System, as set out in Schedule 1;

Phased 2 Contracted Capacity

means, based on the condition that EPGE can supply Fuel (Shwe Gas) to the Facility at the rate of [12] mmscf per day, contracted net power output of [70] MW to the National Grid System, as set out in Schedule 1;

Planned Outage means the scheduled maintenance period, including the period during which overhaul and repair of all or any part of the Facility is carried out;

Primary Meter means the energy meter used to measure achieved Operating Characteristics of the Facility and Net Electrical Generation, as described in Schedule 13 (Metering, SCADA and Communication System);

Primary Metering Equipment

means the Primary Meter and associated devices as described in Schedule 13 (Metering, SCADA and Communication System);

Project means the design, development, construction, financing, ownership, operation, maintenance and transfer of the Facility in accordance with the terms of this **Agreement**;

Project Agreement means a Governmental Project Agreement or a Third Party Project Agreement;

Prudent Utility Practices means the practices, methods and acts engaged in or accepted by a significant portion of the international electric generating industry in respect of facilities and equipment similar to the Facility that, at a particular time, in the exercise of reasonable judgment in light of the facts known or that reasonably should

have been known at the time a decision was made, would be expected to accomplish the desired result in respect of the design, engineering, construction, operation and maintenance of the Facility or equipment associated with the Facility in a manner consistent with Law, Governmental Approvals, reliability, safety, economy, environmental protection and the construction, operation and maintenance standards recommended by the Facility's equipment suppliers and manufacturers;

Reference Exchange Rate

means such daily Reference Exchange Rate published by the Central Bank of Myanmar on its website at 16:00 Hr or the latest updated value of such rate in respect of the given Business Day;

Reference Site Conditions

means the conditions with respect to the Site which the Parties use as basis of determining the generating capacity or the Fuel consumption of the Facility, as applicable, in accordance with Schedule 7 of the Agreement;

Refinancing Document means a Financing Document entered into in connection with a refinancing of all or part of any Debt Financing incurred in connection with the Project;

Scheduled Commercial Operation Date

means Schedule Phased 1 Commercial Operation Date and Schedule Phased 2 Commercial Operation Date respectively set out in Section 9.4.1 on which each Commercial Operation Date is scheduled to occur;

Scheduled Construction Commencement Date

means the date set out in Section 9.4.1 (or as extended in accordance with Section 9.5) by which the Construction Commencement Date is scheduled to occur;

Scheduled Energizing Date

means the date set out in Section 9.4.1 on which the Connection is scheduled to be energized by EPGE for the pre-operation testing and startup of the Facility;

Scheduled New Fuel Supply Infrastructure Completion Date

means the date set out in Section 9.4.1 (or as extended in accordance with Section 9.5) by which the Company is scheduled to complete the New Fuel Supply Infrastructure;

Schedules means the Schedules to this Agreement;

Settlement Period means a period of one (1) hour starting on the hour;

Shareholder means the owner of any share capital in the Company;

Short Notice Outage means an Outage of the Facility for which the Company gives not less than twenty four (24) hours' prior notice to EPGE pursuant to paragraph 4 of Schedule 3 (Scheduling and Dispatch Procedures);

SIA means the social impact assessment for the Project prepared in accordance with applicable Law;

Site means the land upon which the Facility is located, which is leased from EPGE (lessor) by the Company (lessee);

Shwe Gas Confirmation Date

Means the date confirmed by Fuel Supplier to supply the Shwe gas amount to the Company for implementation of Facility for Phased 2;

Take and Pay means the sales and purchase of Net Electrical Generation in a given Annual Settlement Period after EPGE has satisfied its Take or Pay obligation in connection with the relevant Annual Settlement Period, as further provided in Schedule 2;

Take or Pay means the sales and purchase of electricity with respect to any given Annual Settlement Period, whereby EPGE shall, subject to the applicable Annual Guaranteed Generation Amount in respect thereof, purchase and take, or pay for if not taken, all electricity with respect to such given Annual Settlement Period, as further provided in this Schedule 2;

Taxes means any tax, charge, tariff, duty or fee of any kind charged, imposed, or levied, directly or indirectly, by any Governmental Authority, including any value added tax (or other similar indirect taxes which may be in place from time to time), sales tax, stamp duty, import duty, customs duty, capital gains tax, commercial tax, withholding tax (whether on income, dividends, interest payments, fees, equipment rentals or otherwise), tax on foreign currency loans or foreign exchange transactions, excise tax, property tax, registration fee or licence, water tax or environmental, energy or fuel tax (including any fee or charge imposed or assessed on the basis of the carbon or calorific content of fuel);

Term means the period of this Agreement as specified in Section 9.1;

Termination Payment means a termination payment payable by EPGE to the Company in accordance with Schedule 23 (Termination);

Tested Net Capacity means the result of a Net Capacity Test referred to in Section 3.7;

Third Party Project Agreement means:

(a) the EPC Contract;

(b) each Financing Document; and

(c) the O&M Agreement (if any);

Transfer Security has the meaning given to it in paragraph 4.7(a) of Schedule 21 (Transfer Procedure);

USD means the lawful currency of the United States of America;

Wet Season means, unless otherwise agreed upon by the Parties, with respect to a given Annual Settlement Period, the duration comprised in such Annual Settlement Period other than the duration of the relevant Dry Season; provided that:

(a) if the Commercial Operation Date falls within the Wet Season, the first Wet Season shall commence on the Commercial Operation Date and end on the first 31st of January that follows such Commercial Operation Date; and

(b) if the last day of the Term falls within the Wet Season, the last Wet Season shall end on the last day of the Term; and

Wet Season Guaranteed Generation Amount

has the meaning assigned to it in Schedule 2.

1.2 Interpretation

In this Agreement (including its Schedules), unless otherwise stated:

1.2.1. Any references to:

(a) any agreement (including this Agreement or any Schedule hereto) shall be construed, at any particular time, as including a reference to the relevant agreement as it may have been amended, modified, supplemented or renewed;

(b) a particular Section or Schedule shall be a reference to the relevant Section or Schedule in or to this Agreement

1.2.2. Words in the singular may be interpreted as referring to the plural and vice versa, and words denoting natural persons may be interpreted as referring to corporations and any other legal entities and vice versa.

1.2.3. Whenever this Agreement refers to a number of days, such number shall refer to the number of calendar days unless Business Days are specified. A requirement that a payment be made on a day which is not a Business Day shall be construed as a requirement that the payment be made on the next following Business Day.

1.2.4. The words "include" and "including" are to be construed as being at all times followed by the words "without limitation", unless the context otherwise requires.

1.2.5 The Schedules and any written supplements attached to this Agreement form an integral part of this Agreement.

1.3 Table of Contents and Headings

The table of contents and headings are inserted for convenience only and are not to be applied for purposes of construction and interpretation of this Agreement.

SECTION 2 IMPLEMENTATION OF THE PROJECT

2.1 Company's Responsibilities

2.1.1 The Company must do all things required by it under this Agreement and the Project Agreements in a manner which is intended to achieve the efficient and effective implementation of the Project in accordance with the terms of this Agreement.

2.1.2 The Company's responsibilities include:

(a) the design, development, financing, construction, operation and maintenance of the Facility at Shwe Taung, Pegu Region, which includes:

(i) a [28] MW (gross installed generating capacity, ISO condition) generating capacity gas engine power plant consisting of [4] engines for Phased 1 Contracted Capacity at the Facility Site and associated buildings, structures, roads, and other associated infrastructure;

(ii) a [70] MW (gross installed generating capacity, ISO condition) generating capacity gas engine power plant consisting of [9] engines for Phased 2 Contracted Capacity located at the Facility Site and associated buildings, structures, roads, and other associated infrastructure; and

(ii) New Transmission Facility;

(b) the procurement and construction of New Fuel Supply Infrastructure including but not limiting to arrange the land acquisition for the right of way of gas pipe line to the connecting point at the Facility, at the Company's own costs.

2.2 EPGE's Responsibilities

2.2.1 EPGE must do all things required by it under this Agreement in a manner which is intended to achieve the efficient and effective implementation of the Project in accordance with the terms of this Agreement.

2.2.2 EPGE's responsibilities include:

a) arranging for, procuring and providing the Company with the title to, and full Access Rights for, the Facility Site (which, for the avoidance of doubt,

does not include the site for the New Fuel Supply Infrastructure located outside the Shwe Taung substation;

b) assisting the Company with the procurement of the site for the New Fuel Supply Infrastructure located outside the Site;

c) making Energy Payment and other payments set out in Schedule 2 to the Company;

d) if required, making any Termination Payment to the Company;

e) assisting the Company, the Financing Parties, the EPC Contractor and the O&M Contractor, as applicable, to obtain all Government Approvals necessary for the Project; and

f) procuring the supply of Fuel to the Facility in accordance with Section 7.1, including such supply of Fuel needed for carrying out the commissioning and testing of the Facility.

2.3 Conditions Precedent

2.3.1 As conditions precedent to the effectiveness of this Agreement (other than Sections 2.3.1 to 2.3.5 and such provisions contemplated under Section 2.3.6), EPGE will be responsible for delivering the following items to the Company in form and substance satisfactory to the Company (acting reasonably):

a) LoA executed by EPGE

b) Land lease Agreement executed by EPGE;

2.3.2 As conditions precedent to the effectiveness of this Agreement (other than Sections 2.3.1 to 2.3.5 and such provisions contemplated under Section 2.3.6), the Company will be responsible for delivering the following items to EPGE in form and substance satisfactory to EPGE:

a) Land Lease Agreement executed by the Company;

b) the Construction Security; and

c) evidence that the Company: (i) has obtained any Governmental Approvals required as at the relevant date for the Company to commence the performance of its obligations under this Agreement, including, if required at the relevant date, an MIC Permit, the EIA and/or the SIA (without, in any way, limiting the obligations of EPGE to assist the Company in obtaining the

relevant Governmental Approvals); and (ii) has applied for any Governmental Approvals required to perform its obligations under this Agreement for which the Company has not yet obtained.

2.3.3 Each Party must use its best endeavors to satisfy the Conditions Precedent for which it is responsible promptly after the date of this Agreement.

2.3.4 When a Party is satisfied that the Conditions Precedent which are to be delivered to it under this Section 2.3 have been received by it (or it is prepared to waive receipt of any such Condition(s) Precedent), that Party must promptly provide written notice of the satisfaction or, where applicable, waiver, of the relevant Condition(s) Precedent to the other Party.

2.3.5 If, by the date falling 365 days after the Execution Date of this Agreement, a Party (the Defaulting Party) has failed to provide the Conditions Precedent that it is required to provide to the other Party (the Non-Defaulting Party) in accordance with Section 2.3.1 or Section 2.3.2 above (as applicable) so that the Non-Defaulting Party has not been able to issue a notice under Section 2.3.4 above to confirm the satisfaction of all Conditions Precedent which are to be delivered to it, the Non-Defaulting Party may issue a notice to the Defaulting Party terminating this Agreement on 60 days' notice and, unless the relevant Conditions Precedent are delivered to the Non-Defaulting Party and the Non-Defaulting Party issues a notice under Section 2.3.4 above before the end of the 60 day notice period, this Agreement will automatically terminate at the end of the 60 day notice period and the effect of the termination will be that this Agreement will be considered null and void as if it had never been entered into by the Parties and EPGE shall, promptly following the resolution of any claims that have been raised by either Party on or before that point in time (if any), release or return to the Company any Company Securities that EPGE is holding at that date. Nothing in this Section 2.3.5 is to be construed as limiting any rights that the Non-Defaulting Party may have against the Defaulting Party in those circumstances for breach of contract or under general law for action already taken in connection with this Agreement.

2.3.6 Notwithstanding any other provision of this Agreement, the following provisions will take effect from the Execution Date of this Agreement:

a) any other provision of this Agreement that is required in connection with the

interpretation or construction of this Agreement; and

b) in the event that the Company commences construction of the Facility prior to the Execution Date, any other provision of this Agreement that expressly requires the Company to be responsible for, pay or otherwise indemnify EPGE for any amounts incurred as a result of such construction works carried out by the Company prior to the Execution Date.

SECTION 3 FACILITY DEVELOPMENT AND CONNECTION ARRANGEMENTS

3.1 Obligations to Construct

3.1.1 The Company shall construct, test and commission the Facility. The Company shall procure and confirm that the Facility's switchyard shall be ready for the Connection to be energized on or prior to the Scheduled Energizing Date, and that the Facility shall be ready for Dispatch on or prior to the respective Scheduled Commercial Operation Date.

3.1.2 The Company shall implement the Facility in two phases, Phased 1 and Phased 2 in accordance with the availability of gas supply. For Phased 1, gas from Yadana gas field shall be supplied.

3.1.3 For Phased 2, EPGE will be planning to supply from Shwe offshore gas and Phased 2 will be implemented after the Shwe Gas Confirmation Date in accordance with Section 9.4. If required Shwe gas amount is not enough to generate the Phased 2, Parties shall agree to implement and adjust the Phased 2 Contracted Capacity in accordance with the availability of Shwe gas without any changes of Tariff.

3.1.4 EPGE shall procure that EPGE shall be ready to energize the Connection on the Scheduled Energizing Date, and that DPTSC shall be ready to Dispatch the Facility on the respective Scheduled Commercial Operation Date.

3.2 Construction and Licensing of the Facility

The Parties shall comply with the following provisions:

3.2.1 The Company shall apply for, obtain, and maintain at its own expense, each Governmental Approval necessary for the Company to construct and operate the

Facility and otherwise perform its obligations under this Agreement. EPGE shall assist the Company, when reasonably requested and at the Company's cost, in obtaining such Governmental Approvals. Notwithstanding the foregoing, the Company shall be solely responsible for obtaining such Governmental Approvals.

3.2.2 The Facility shall be constructed to meet the Contracted Operating Characteristics set out in Schedule 1, the technical characteristics set out in Schedule 7 and the construction schedule set out in Section 9.4.

3.2.3 The Company shall construct, complete, repair and modify the Facility such that it shall, at all time, operate in compliance with all applicable Laws, including environmental Laws.

3.2.4 The Company shall be solely responsible to construct the Facility, either by itself or through third party contractors, according to Prudent Utility Practices and in a workmanlike and professional manner.

3.2.5 The Company shall allow representatives of EPGE to inspect the construction site at any reasonable time during construction, start-up and testing of the Facility; provided that EPGE shall notify the Company in writing reasonably in advance of any inspection and shall cooperate with the Company to minimize interference with the Company's contractors at the Site.

3.2.6 The Parties shall cooperate with each other in accordance with the terms of this Agreement in the construction of the Facility and in connecting the Facility to the National Grid System.

3.2.7 Design and construction of New Transmission Facilities

a) The Company will design the New Transmission Facilities in a manner which allows for:

(i) its incorporation into the National Grid System;

(ii) its compliance with the specifications set out in Schedule 10; and

(iii) the Company to comply with its obligations under this Agreement.

b) DPTSC will at all times, upon reasonable notice and during business hours, be entitled to inspect and review the design documents for the New Transmission Facilities (including all surveys and drawings) for the purpose of assessing (acting reasonably) whether the design meets the criteria described in paragraph (a) above.

c) The Parties shall ensure that the New Transmission Facilities have been successfully completed (including that all required testing has been completed) prior to the connection of the Facility to the National Grid System and the energization of the Connection.

3.2.8 New Fuel Supply Infrastructure

(a) The Company will arrange its own cost for design, construction and operation the New Fuel Supply Infrastructure in accordance with the specifications set out in Schedule 9.

(b) EPGE may, upon reasonable notice and during business hours, be entitled to inspect and review the New Fuel Supply Infrastructure (including all surveys and drawings relating to the New Fuel Supply Infrastructure) where required in connection with the Company's performance of its obligations under this Agreement.

3.2.9 EPGE shall provide advice solely for information purposes to the Company on related Laws, regulations and any other major points in relation to the lawful execution of this Agreement by the Parties.

3.3 Metering of Electricity

3.3.1 The Company shall install, own and maintain, at the Company's expense, all Metering Equipment and associated equipment. The Metering Equipment shall have the specifications set out in Schedule 13.

The Company, at its expense, shall provide: (i) all metering structures, unless otherwise agreed; and (ii) surge protection and the necessary primary switches to isolate the metering installation. The specifications of such structures and switches shall be subject to EPGE's approval, which approval shall not be unreasonably withheld or delayed.

3.3.2 The Metering Equipment shall be sealed in the presence of both EPGE and the Company and the seals shall only be broken in the presence of both Parties for inspection, testing or adjustment. EPGE, at its expense, shall be entitled to have an authorized representative present to monitor any test of the Metering Equipment.

3.3.3 The accuracy of the Metering Equipment shall be tested annually by the Company at the Company's expense, and the Company shall give EPGE at least fourteen (14) days prior written notice of the date of such annual test.

Either Party may request additional tests of the accuracy of the Metering Equipment in writing at least fourteen (14) days prior to the proposed date of testing. The Company shall bear the costs of any such additional tests, except that EPGE shall bear such costs if: (i) EPGE requested the additional test; and (ii) the test demonstrates that the Metering Equipment is performing within the allowable tolerance limit of plus or minus two tenths of one percent ($\pm$ 0.2%).

Whenever any Metering Equipment is found to be defective or not performing within the allowable tolerance limits, it shall be adjusted, repaired, replaced, or re-calibrated by the Company at its expense.

3.3.4 If any of the Metering Equipment fails to register, or if the Metering Equipment is found upon testing to be inaccurate by more than plus or minus two tenths of one percent ($\pm$ 0.2%) in measuring Net Electrical Generation delivered, an adjustment shall be made correcting all measurements by the inaccurate or defective metering device for billing purposes, for both the amount of the inaccuracy and the period of the inaccuracy, in the following manner:

(a) If the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by the Primary Metering Equipment, the Parties shall use the Back-Up Metering Equipment to determine the amount of such adjustment; provided that the Back-Up Metering Equipment is operating within the allowable tolerance limit of plus or minus two tenths of one percent (+/-0.2%). If the Back-Up Metering Equipment is found upon testing to be inaccurate by more than the allowable tolerance limit of plus or minus two tenths of one percent (+/- 0.2%), and the Parties cannot agree on the amount of the adjustment necessary to correct the measurements made by the Back-Up Metering Equipment, the Parties shall, as soon as practicable, estimate the amount of the necessary adjustment on the basis of procedures to be mutually agreed upon by the Parties (which may be based upon deliveries of Net Electrical Generation to the National Grid System during periods of similar operating conditions when the Primary

Metering Equipment was registering accurately and taking into account the Facility's Fuel use records during such periods).

(b) If the Parties cannot agree on the period during which the inaccurate measurements were made, the period during which the measurements are to be adjusted shall be the shorter of: (i) one half of the period from the last test of the Metering Equipment; and (ii) one hundred and eighty (180) days immediately preceding the test that found the Metering Equipment to be defective or inaccurate.

(c) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by EPGE, the Company shall use the corrected measurements as determined in accordance with this Section 3.3.4 to re-compute the amount due for the period of the inaccuracy and shall subtract the previous payments by EPGE for such period from such re-computed amount. If the difference is a positive number, such difference shall be paid by EPGE to the Company; and if the difference is a negative number, such difference shall be paid by the Company to EPGE. Payment of such difference shall be made by mean of an additional charge on the next statement.

3.4 Metering of Fuel

3.4.1 The Fuel Metering Equipment shall be sealed in the presence of EPGE and the Company and the seals shall only be broken in the presence of both Parties and the Fuel Supplier for inspection, testing or adjustment. EPGE and the Company shall be entitled to have an authorized representative present to monitor any test of the Fuel Metering Equipment in accordance with Schedule 9.

Whenever any Fuel Metering Equipment is found to be defective or not performing within the allowable tolerance limits, it shall be adjusted, repaired, replaced, or re-calibrated by the Company with the supervision of Fuel Supplier.

(a) For the purpose of monitoring the operation of the Facility and the associated Fuel use, the use of Fuel by the Company will be measured at the Fuel Delivery Point. The Company will be responsible for providing any cost of maintenance and periodic calibration of New Fuel Supply Infrastructure in accordance with the requirement of the Fuel Supplier.

(b) All Fuel flow measurements will be promptly notified by the Company to EPGE.

(c) The Company may, upon reasonable advance notice to the EPGE, inspect the Fuel Metering Station, and EPGE shall procure that all reading, calibration and adjustment of the Fuel Metering Station will be carried out by the Fuel Supplier at the cost of the Company.

(d) EPGE shall procure that the Fuel Supplier must keep records of all original test data relating to the use of Fuel by the Company for not less than two years and must, at the request of the Company upon reasonable advance notice, make the records available for inspection by the Company.

(e) The Fuel Metering Station and each component of the Fuel Metering Station must be adjusted to operate accurately within a limit prescribed by its manufacturer, which, in any event, must not be more than one percent.

(f) EPGE shall procure that the accuracy of the Fuel Metering Station and each component of the Fuel Metering Station will be calibrated and verified by the Fuel Supplier at the Company's own cost in accordance with Fuel Supplier's requirement during the Term and EPGE must give the Company at least three Business Days' prior notice of each date on which the reputable third party company mutually agreed by both Parties will perform each verification and a representative of the Company may be present at each verification. The results of any verification will be binding on each of the Company and EPGE unless the Company issues a notice within five Business Days of the date of a verification disputing the accuracy of that verification.

(g) If the Company disputes a verification in accordance with paragraph (f) above, the Company may, at its own cost and expense, arrange for an independent verification of the Fuel Metering Station and each component of the Fuel Metering Station to be undertaken within 7 days of the date on which the Company raised the relevant dispute by an independent expert acceptable to both Parties. The Company must give EPGE at least 72 hours prior notice of the time for the independent verification. The Fuel Supplier may, and the EPGE must, attend the independent verification. The results of the independent verification will be binding on the Company and EPGE, and

the Parties shall discuss and make necessary adjustment (including any financial adjustment or adjustment of relevant terms and conditions of this Agreement, as applicable) based on the results of such independent verification.

(h) If, following an independent verification of the Fuel Metering Station or any component of the Fuel Metering Station, it is determined that the measurements relating to the use of Fuel by the Company are incorrect for any particular period of time, the Parties must work together in good faith to determine what measurements should have been used for the relevant period.If the Parties are not able to agree on appropriate alternative measurements within 30 days from the date of the independent verification, either Party may refer the matter for determination by an Expert in accordance with Section 14.2.

3.5 Communication Requirements

3.5.1 The Company shall install, maintain and operate the instrumentation set relating to metering. The Company shall also provide telemetering equipment to facilitate remote monitoring of the measurements and indications of such instrumentation.

3.5.2 All installation, maintenance, lease, service or purchase costs for communications and remote indication units at the Facility specified in Schedule 13 shall be paid by the Company. The costs of communications between the Facility and EPGE shall be borne by the Company unless initiated by EPGE.

3.6 Initial Inspection of the Connection Point

3.6.1 When the Facility's switchyard is ready for the Connection to be energized, the Company shall so notify EPGE in a written statement. The inspection and testing of the Connection Point and the Facility's switchyard in accordance with Schedule 18 shall be scheduled on a date agreed by the Parties which shall be not more than fourteen (14) days after EPGE's receipt of such statement.

3.6.2 On the date of inspection and testing referred to in Section 3.6.1, the Company shall carry out the inspection and testing of the Connection Point and the Facility's switchyard in accordance with Schedule 18. EPGE may attend and monitor the inspection and testing of the Connection Point and the Facility's switchyard.

3.6.3 EPGE shall review the results of the inspection and testing of the Connection Point and the Facility's switchyard to meet the requirements set out in Schedule 18.

3.6.4 If, within ten (10) Business Days of receiving the results of the inspection and testing, EPGE reports that the Facility's switchyard or the Connection Point is not ready for energizing, EPGE shall provide details to the Company and the Company shall, at its expense, make such changes to the Facility's switchyard or the Connection Point as are required and inform EPGE when a further inspection can take place, and EPGE and the Company shall agree on a date for the new inspection using similar approach as that provided in Section 3.6.1. If after such inspection EPGE has reported that the Facility's switchyard or the Connection Point are not ready, EPGE and Company shall determine and remedy the cause of such unreadiness. The cost of the remedy shall be borne by the Party which is responsible for the cause of such unreadiness.

If EPGE fails to report the conclusion of its review of the inspection and testing to the Company within ten (10) Business Days of receiving the results of the inspection and testing, then EPGE shall be deemed to have approved the results of the testing and inspection of the Connection Point and the Facility's switchyard.

3.7 Testing

3.7.1 Before the Commercial Operation Date, at the entire completion of the Facility, the Company shall conduct the Net Capacity Test. Such test will: (i) determine the Facility's generating capacity then in effect (the '**Initial Dependable Contracted Capacity**'), and (ii) verify the Facility's Contracted Operating Characteristics. The Company shall provide thirty (30) days' advance written notice to EPGE of such test. Subject to the provisions in Schedule 14 regarding restarting tests that have been interrupted, after such thirty (30) days' notice has been given, the Company shall provide at least seven (7) days' prior written notice to EPGE of any rescheduling of the date of such test. EPGE, at the Company's expense, may attend and monitor the Net Capacity Test. If EPGE fails to attend and witness any Net Capacity Test, then the Company shall not be required to postpone such Net Capacity Test and the results of such Net Capacity Test shall be valid notwithstanding the absence on the part of EPGE.

The Company shall bear the costs and expenses of the Net Capacity Tests and EPGE's engineers for witness and verification of test. EPGE shall supply the agreed amount of Fuel that is reasonably required for such testing specified above at EPGE's costs.

No later than three (3) Business Days after the successful completion of the Commercial Operations Tests, the engineers of EPGE and the Company shall certify that: (i) the Commercial Operations Tests have been completed; (ii) such minimum requirements for commercial operation have been met; and (iii) the Facility is capable of commencing commercial operation.

In order to successfully complete the Commercial Operations Tests, the Initial Dependable Contracted Capacity shall be no less than ninety-five percent (95%) of the Contracted Capacity. If the Initial Dependable Contracted Capacity is lower than ninety-five percent (95%) of the Contracted Capacity, the Company shall rectify any problems and retest the Facility in accordance with the above procedures.

3.7.2 After the Commercial Operation Date, the Facility shall be tested annually before the commencement of the Dry Season during each Contract Year (and after each time the Facility is withdrawn from service for a major overhaul, modification or renovation) to establish the Dependable Contracted Capacity.

3.8 Review by EPGE

Notwithstanding any other provisions of this Agreement, any review by EPGE of any materials, documents, designs, drawings, schedules, design data or other information submitted by the Company concerning the Facility under this Agreement or prior to the execution of this Agreement, or any inspection or testing of the Facility by EPGE, or any presence of EPGE to witness any test performed by the Company, whether undertaken pursuant to this Agreement or not, shall not be deemed to constitute an endorsement of the Facility or a warranty or other assurance by EPGE of the safety, durability or reliability of the Facility, and shall not release the Company of any of its obligations under this Agreement.

Section 4 Provision and Purchase of Availability and Electricity

4.1 Obligation to Provide Dependable Contracted Capacity and Contracted Operating Characteristics

4.1.1 In consideration of EPGE's agreement to make Energy Payments and other payments to the Company on the terms and conditions of this Agreement, the Company shall throughout the Term maintain, repair and operate the Facility as required by Prudent Utility Practices and all applicable Laws to ensure the provision of the Dependable Contracted Capacity and the Contracted Operating Characteristics.

4.1.2 The Company shall ensure that it does not at any time issue or allow to remain outstanding, with respect to the Facility, a declaration of revised Operating Characteristics which declares the Availability and Operating Characteristics of the Facility at levels or values different from those that the Facility could achieve at the relevant time except:

(a) during periods of Planned Outage or otherwise with the consent of EPGE;

(b) while repairing or maintaining the Facility or equipment necessary to the operation of the Facility where such repair or maintenance cannot reasonably, in accordance with Prudent Utility Practices, be deferred to a period of Planned Outage;

(c) where necessary to avoid an imminent risk of injury to persons or material damage to property (including the Facility and the New Fuel Supply Infrastructure);

(d) if it is not lawful for the Company to operate the Facility; or

(e) to the extent that the Company is affected by Force Majeure or Governmental Force Majeure,

provided, however, that this Section 4.1.2 shall not require the Company to declare Availability or Operating Characteristics exceeding the requirements specified in Schedule 1.

4.1.3 The Company shall make declaration for each Settlement Period of the following day based on the following conditions: the condition that the Fuel supplied to the Facility by EPGE or the Fuel Supplier for such relevant day and Availability of the

Facility and DPTSC shall issue Dispatch Instruction for each Settlement Period based on such same forecast used by the Company.

4.2 Sale and Purchase of Electricity

4.2.1 In respect of any given Annual Settlement Period, the Company shall deliver to the Connection Point and sell to EPGE, and EPGE shall purchase from the Company:

(a) until such time at which the accumulated amount of electricity occurring since the beginning of the relevant Annual Settlement Period reaches the Annual Guaranteed Generation Amount on Take or Pay basis; and

(b) thereafter, the Net Electrical Generation on Take and Pay basis;

all in accordance with the terms and conditions of this Agreement. The Net Electrical Generation shall be measured at the Metering Point using the Primary Metering Equipment. If the Primary Metering Equipment is inaccurate, otherwise defective or being tested pursuant to Section 3.3, the measurements recorded by the Back-Up Metering Equipment shall be used to measure the Net Electrical Generation.

4.2.2 The Company shall not deliver any electricity generated by the Facility to any third party during the Term or any extension of the Term made in accordance with this Agreement.

4.3 Dispatch Instructions

The Company shall operate the Facility as a fully dispatchable Facility. Subject to the terms and conditions of this Agreement, DPTSC shall have the sole right and discretion to schedule and Dispatch the generation of electricity from the Facility and the delivery thereof into the National Grid System, provided that DPTSC shall Dispatch the Facility in a manner that is consistent with:

(a) the principle of merit order Dispatch, subject to the needs of the National Grid System;

(b) the Prudent Utility Practices; and

(c) all applicable Law, regulations and permits.

Except in Emergency Conditions, DPTSC shall only issue Dispatch Instructions that are in accordance with the Company's Declared Availability and Declared Operating Characteristics, as notified by the Company from time to time. The Company may, but

shall not be obliged to, comply with any Dispatch Instruction that would require the Company to operate the Facility beyond its Declared Availability or Declared Operating Characteristics at the relevant time unless such Dispatch Instruction is stated to be issued under Emergency Conditions. Notwithstanding the foregoing, in Emergency Conditions the Company shall not be required to operate the Facility beyond its Design Limits or in any manner that would be inconsistent with the Prudent Utility Practices.

4.4 Operation and Maintenance Reports

In each calendar quarter, the Company shall submit to EPGE an operation report containing the information set out in Schedule 20.

4.5 Compliance with Grid Code

4.5.1 If a Grid Code is put in place by EPGE or any other relevant Governmental Authority which will apply to the Facility and this Project, then:

(a) EPGE shall promptly notify the Company and provide the Company with a written copy of the Grid Code; and

(b) the provisions in this Agreement requiring EPGE to comply with the Grid Code will immediately take effect.

4.5.2 On and from the date on which that Grid Code takes effect, the Company shall comply with the provisions of the Grid Code in effect throughout the Term; provided that:

(a) EPGE shall give exemptions or variations from the Grid Code in favour of the Company as mutually agreed by Parties;

(b) If a change to the Grid Code results in increases or decreases in costs or revenues for the Company, then Section 16 shall apply to such change of Grid Code as if the effects of such change of Grid Code were that of a Change in Law; and

(c) EPGE will continue to make Energy Payments to the Company in accordance with Schedule 2 (Payments and Tariffs) without deductions due to the effect on the Facility's operations resulting from the Company's adjustment to the Facility or its operation in order to comply with any changes of Grid Code.

SECTION 5 DELIVERY OF ELECTRICITY

5.1 Quality of Supply

If at any time the supply of electricity from the Facility does not comply as to its electrical characteristics or this Agreement as a result of the breach by the Company of any such requirements, the Company shall take the steps necessary pursuant to the Prudent Utility Practices to remedy such non-compliance as soon as possible.

5.2 Title and Risk of Loss

Title to and risk of loss of any electricity generated by the Facility and delivered to EPGE in accordance with this Agreement shall pass to EPGE at the Connection Point.

5.3 Failure of the National Grid System

The calculation of monthly payments made to the Company and the determination of Guaranteed Generation Amount under Schedule 2 shall not include any deductions with respect to the decreased level of the Facility's capability to deliver electrical energy to the National Grid System from that existing in the relevant Declared Availability occurring as a result of:

(a) any failure, restriction or outage of transmission facilities on the EPGE side of the Connection Point;

(b) any action which the Company is obliged or entitled to take due to any frequency excursion or due to any voltage variations on the National Grid System outside the frequency ranges or the voltage limits, respectively, and the respective time limitations set out in Schedule 1;

(c) a Dispatch Instruction given by DPTSC;

(d) an adjustment to the gas engines in accordance with Section 7.2.3 and Section 7.3;

SECTION 6 PAYMENTS

6.1 Calculation of Energy Payments

6.1.1 From the Commercial Operation Date to the end of the Term, the Company shall be entitled to receive Energy Payments and other payments from EPGE calculated in accordance with the provisions of Schedule 2.

6.1.2 The Fuel cost shall be paid by EPGE and EPGE will check the Fuel consumption based on guaranteed heat rate defined in Schedule 2. If the Fuel consumed by Facility as determined in accordance with Section 3.4 is higher than the Fuel consumption that should have been consumed based on the guaranteed heat rate, the Company shall pay the extra Fuel cost in accordance with Schedule 2.

6.2 Notices of Availability and Declared Operating Characteristics

6.2.1 The Company shall keep EPGE advised of the Availability and Operating Characteristics of the Facility by issuing Availability Notices and Outage Notices.

6.2.2 Any Availability Notice or Outage Notice may be given by facsimile and email. The Notice shall be confirmed by facsimile as soon as possible thereafter and in any event shall be sent to EPGE within two hours. Where a facsimile is so sent by way of confirmation it shall state clearly that it is in confirmation of a Notice already given by email and must state the exact time at which the Notice was given by email.

SECTION 7 FUEL SUPPLY

7.1 Fuel Supply

7.1.1 For the purposes of operating the Facility, on and from Phased 1 Commercial Operation Date, EPGE shall supply to the Facility the Fuel at the rate of [8.5 mmscf per day] at EPGE's cost from the Yadana gas field for Phased 1 of the Facility, the quality of which shall conforms to the Fuel Specification provided in Schedule 4 of this Agreement.

7.1.2 For the purposes of operating the Facility, on and from Phased 2 Commercial Operation Date, EPGE shall try its best effort to supply to the Facility the Fuel at the rate of [12 mmscf per day] at EPGE's cost from the Shwe gas field for Phased 2 of the Facility, the quality of which shall conforms to the Fuel Specification provided in Schedule 4 of this Agreement.

7.1.3 From the day on which the Facility is ready for pre-operation testing, EPGE shall ensure that the amount of Fuel delivered under this Section 7 which is required for testing will be made available to the Company at EPGE's cost on a substantially continuous basis to the Fuel Delivery Point, and that such Fuel conforms with the Fuel Specification in Schedule 4.

7.1.4 In the event that shortage of gas supply or change of Fuel may occur during the Term of this Agreement, both Parties shall settle amicably for the gas supply with best effort. Notwithstanding any other provision of this Agreement, any shortage of gas supply and/or change of Fuel shall not be constituted as Default of any Party.

7.2 Change in Quality

7.2.1 If the Fuel parameters (e.g. composition, LHV (lower heating value)) change during the Term, the contractual quantities shall be subject to adjustment, and EPGE shall notify the Company immediately in writing within 48 hours after being aware of such changes and vice versa. If the Parties determine that the lower heating value of the Fuel supplied by EPGE deviates from the lower heating value decsribed in Schedule 4 by more than plus minus five percent (±5%), the Parties shall discuss in good faith to agree upon any contractual adjustments to this Agreement necessitated by such changes in parameters, and the Parties shall agree upon any adjustment of any other relating terms, including any financial compensation arrangement made by EPGE to the Company (such as adjustments to the Energy Payment) with the intention that the financial position of the Company will not be affected as a result of such changes in the Fuel parameters.

7.2.2 Subject to the other terms of this Section 7, all Fuel supplied by EPGE must conform to the Fuel Specifications set out in Schedule 4 (Fuel Specifications).

7.2.3 If the lower heating value of the Fuel supplied by EPGE deviates from the lower heating value decsribed in Schedule 4 by no more than plus minus five percent

(±5%), the Company shall adjust the gas engine at its own cost in order to run such gas engine with such gas supplied by EPGE. EPGE shall allow the Company a reasonable period (maximum 25 days) to adjust the gas engine. EPGE shall increase or decrease the daily gas volume such that the total heat value is equivalent to that would have been should Fuel with lower heating value as specified in Schedule 4 had been supplied. The Parties shall meet and discuss if any problem relating to the adjustment of gas engine occurs.

7.2.4 The Company may, at any time and at its own cost, verify the quality of Fuel delivered.

7.2.5 The Company may, at its own cost and expense, on its side of the Fuel Delivery Point install Fuel metering and testing equipment as it may consider appropriate to monitor the quantity and quality of Fuel delivered to the Facility.

7.3 Non-Conforming Fuel

7.3.1 Subject to Section 7.3.2, the Company will accept Fuel that deviates from the lower heating value set out in Schedule 4 by not more than ±5% percent. If EPGE supplies Fuel from a source other than the Shwe Fuel field, EPGE agrees that the low heating value of such Fuel shall not be lower than the respective parameter provided in Schedule 4, and both Parties shall discuss mutually to run the gas engine with new Fuel.

7.3.2 The Company agrees to use its reasonable endeavours to accept delivery of, and to utilise, any Fuel that does not meet the relevant Fuel Specifications to the extent the use of that Fuel would not damage in any material respect the Facility or any part of the Facility or void any manufacturer's or long term service contractor's warranties or otherwise have a material adverse economic impact on the operation of the Facility or cause the Company to violate applicable environmental Laws.

7.3.3 Subject to Section 7.2.3 and 7.3.2, EPGE shall not be liable to the Company for any damage to the Facility or any part of the Facility resulting from the use of Fuel supplied by EPGE.

7.4 Risk of Loss

7.4.1 EPGE shall be responsible for and shall bear the risk of damage to or loss of Fuel,

for whatever reason, at all times prior to the delivery of the Fuel to the Company at the Fuel Delivery Point.

7.4.2 The Company shall be responsible for and shall bear the risk of damage to or loss of Fuel, for whatever reason, at all times from and after the delivery of the Fuel at the Fuel Delivery Point.

7.5 Title to Fuel

Title to Fuel will at all times remain with EPGE until the time the Fuel is utilised by the Company for the generation of electricity from the Facility.

SECTION 8 ENVIRONMENTAL, SOCIAL AND LABOR REQUIREMENTS

8.1 The Company must comply with (and ensure that: (x) its employees, officers, contractors, servants and agents comply with; and (y) the development and construction of the New Fuel Supply Infrastructure and the development, construction and operation of the Facility complies with) the applicable standards applying under each of:

(a) Schedule 8 (Environmental, Social and Labor Standards and Requirements);

(b) applicable environmental, social and labor Laws;

(c) the IFC Performance Standards (January 2012);

(d) the World Bank Group / IFC Environmental, Health and Safety Guidelines (April 2007) including without limitation, the General EHS guidelines, the World Bank Group / IFC Environmental, Health and Safety Guidelines for Thermal Power Plants (December 2008) and the World Bank Group / IFC Environmental, Health and Safety Guidelines for Electric Power Transmission and Distribution (April 2007); and

(e) any environmental, social and labor performance standards specified by any Financing Parties in any Financing Documents.

If, in respect of any particular matter, there is a conflict between the various standards and requirements imposed under this paragraph, the more stringent of the standards will apply.

8.2 Without prejudice to the Company's rights under Section 16 of this Agreement, if, after the date of this Agreement, the Company is required by a Change in Law to meet environmental, social or labor standards that are more stringent than those set out in

Section 8.1 above, the Company may submit to EPGE a certificate setting out the details of increased costs resulting from that change, in accordance with the provisions of Section 16. The certificate must include, or be accompanied by, sufficient information and data to demonstrate that the lowest-cost option consistent with Prudent Utility Practices to comply with the relevant environmental, social or labor Law has been selected. EPGE and the Company must promptly determine, in good faith, any necessary adjustments in accordance with Section 16. For the avoidance of doubt, in the absence of a relevant Change in Law, the Company will only be required to comply with environmental standards specified in Schedule 8 (Environmental, Social and Labor Standards and Requirements) and those standards specified in paragraphs (c) and (d) of Section 8.1 above as in effect as at the date of this Agreement.

8.3 The Company must establish environmental management systems and facilities to ensure that the applicable environmental, social or labor Laws and the standards required under this Section are complied with or exceeded.

8.4 The Company must provide an annual report on all relevant aspects of the Company's environmental facilities, activities and performance no later than thirty (30) days following the end of each Contract Year. The annual report on environmental performance must contain a statement of assurances to the effect that all applicable environmental, social or labor Laws have been complied with or, where that is not the case, must contain details of any failure to comply with the relevant environmental, social or labor Laws and the actions instituted to prevent these failures from recurring.

8.5 Unless otherwise required in writing by EPGE in connection with a transfer of the Facility pursuant to Section 13 or Schedule 21 (Transfer Procedure), the Company must not sever its possession of and legal responsibility for the Facility until appropriate remediation work in accordance with the applicable standards set out in Section 8.1 above has been completed with respect to the Site, including with respect to all environmental waste and hazardous conditions. This obligation of the Company will not, in any way be reduced in circumstances where EPGE has exercised its step-in rights under Section 10.3; provided that the Company shall not, in any circumstances, be responsible for any environmental waste or hazardous conditions on the Site which are the results of any act or omission by EPGE.

SECTION 9 MILESTONES AND DURATION OF AGREEMENT

9.1 Term

The Term of this Agreement shall commence from the date of signing of this agreement and continue for a period ending on the date which is twenty-five (24) years after the Phased 1 Commercial Operation Date, unless otherwise extended or terminated in accordance with the provisions of this Agreement.

9.2 Survival of Rights on Termination

The expiration or termination of this Agreement shall not affect any rights or obligations which may have accrued prior to or in connection with such expiration or termination, and shall not affect continuing obligations of each of the Parties under this Agreement or any other agreement between the Parties which are expressed to continue after such expiration or termination.

9.3 Extension of Agreement

The Term may be extended upon terms and conditions mutually agreed by the Parties or pursuant to any express provisions of this Agreement, including Section 9.5.

9.4 Milestones

9.4.1 Unless otherwise agreed by the Parties, the Company shall achieve certain scheduled milestones in connection with the development and construction of the New Fuel Supply Infrastructure and the Facility by the respective scheduled milestone dates as set out below:

Scheduled Construction Commencement Date	LoA issued Date
Scheduled New Fuel Supply Infrastructure Completion Date	[ ] days from Effective Date
Scheduled Energizing Date	[ ] days from Effective Date
Scheduled Commercial Operation Date - Scheduled Phased 1 Commercial Operation Date - Scheduled Phased 2 Commercial Operation Date	 [ ] days from Construction Commencement Date [ ]days from Shwe Gas Confirmation Date

The Company shall, as soon as practicable after the achievement of a scheduled milestone, deliver to EPGE a certificate certifying the achievement of the respective scheduled milestone dates in form and substance satisfactory to EPGE.

In the event that the Company expects that the construction of the Project shall be completed earlier than as scheduled above, the Company may propose alternative scheduled dates for each of the dates specified in Section 9.4.1 that have yet to be achieved by issuing a notice, provided that the Company shall issue a notice with respect to the alternative Commercial Operation Date to EPGE by no later than the date falling six months before the proposed Commercial Operation Date set out in the notice.

For the avoidance of doubt, EPGE shall have right to reject the notice issued later than the dates set forth in the paragraph above. The Company shall implement the milestone dates specified in the table of Section 9.4.1 without any amendment if EPGE considers that the alternative dates are not reasonable.

EPGE shall notify the Company on whether it accepts such alternative date(s) within ten (10) Business Days of the Company's notice. This Agreement will be deemed to be amended with respect to the dates set out in Section 9.4.1 which will be substituted by the dates set out in the notice from the Company if EPGE accepts the notice.

9.4.2 Unless otherwise agreed by the Parties, the Company shall comply with the following scheduled milestones in connection with the development and construction of the Facility, by delivering to EPGE in form and substance satisfactory to EPGE each of the items below by its required completion date:

(a)	All drawings, reports and certificates with regard to the design, construction and completion of the Facility.	The dates such materials are due under Section 3.
(b)	Copies of executed contracts for the design and construction of the Facility.	Scheduled Construction Commencement Date.
(c)	Evidence demonstrating that the Company has obtained all applicable Governmental Approvals required for the construction of the Facility in accordance with the provisions of this	Within 6 months of the Effective Date.

	Agreement.	
(d)	A copy of the Company's plan to satisfy the local workforce conditions (including with respect to training and employment) set out in the Company's MIC Permit.	Within 6 months of the Effective Date.
(e)	A copy of the agreed operation and maintenance plan.	On or before the Energising Date.
(f)	A copy of the Financial Model.	On or before the Effective Date and on the Financial Close Date.

Without prejudice to the rights of EPGE pursuant to Section 11, the Company's failure to satisfy any of the milestones within the relevant period set out above will not, in and of itself, constitute an Event of Default for the purposes of Section 10.2.1(g). The Company must promptly notify EPGE in writing of any failure to satisfy any of the milestones.

9.5 Extension of Milestones and Term

9.5.1 Without limiting to Section 12, each of the dates set out in Section 9.4 shall be equitably extended to take into account the effect of any Force Majeure and/or Governmental Force Majeure that has occurred and is continuing and which prevents the achievement of any milestone by the relevant date.

9.5.2 Each of the dates set out in Section 9.4 will be equally extended where failure to achieve the relevant date is due to the actions or omissions of EPGE, the GOM, DPTSC, the Fuel Supplier, delay of execution of this Agreement in accordance with LoA or any Governmental Authority party to a Governmental Project Agreement; provided that such failure to achieve the relevant date is not otherwise attributable to the Company, a Shareholder, the EPC Contractor, the operator of the Project or any other contractor or subcontractor of any of them.

9.5.3 The Term shall be extended one day for each day to take into account the effect of any Force Majeure affecting the Company that has occurred after the Phased 1 Commercial Operation Date.

SECTION 10 DEFAULT AND TERMINATION

10.1 Termination by the Company

10.1.1 Each of the following events will be considered an **Event of Default** by EPGE:

(a) EPGE fails to pay any undisputed amount due and payable to the Company under this Agreement, and the failure to pay continues unremedied for a period of sixty (60) days after the date on which the Company gives notice of the failure to EPGE;

(b) EPGE is dissolved or liquidated, other than voluntary dissolution or liquidation as part of a reorganization, privatization or reincorporation with, in all cases, a succeeding entity that satisfies one or more of the conditions referred to in Section 10.1.1(c)(i) to (iii);

(c) EPGE is reorganized, privatized reincorporated or abolished by law or any other governmental action, without, in all cases, any successor being one or more of following:

   (i) an entity wholly-owned or controlled by the Government of the Republic of the Union of Myanmar; or

   (ii) an entity not wholly-owned or controlled by the Government of the Republic of the Union of Myanmar but which entity is capable of performing the obligations of EPGE under this Agreement and which performance is reasonably acceptable to the Company; or

   (iii) any other entity reasonably acceptable to the Company.

(d) except as permitted in accordance with Section 23.4, EPGE makes a general assignment of this Agreement or any of its rights under it or of its interest in the Facility for the benefit of its creditors;

(e) any representation or warranty made by EPGE in this Agreement is false or misleading in any material respect when made or when deemed to be made or repeated;

(f) EPGE enters into voluntary insolvency proceedings or is declared bankrupt under any insolvency law;

(g) any Governmental Project Agreement ceases to be in full force and effect, or is not legal, valid, binding and enforceable against any of the parties thereto;

(h) any repudiation or termination of any Governmental Project Agreement other than due solely to the Company's breach thereunder;

(i) any representation or warranty made by EPGE in connection with this Agreement is false or misleading in any material respect when made or when deemed to be made or repeated; and

(j) EPGE fails to comply with any of its material obligations under this Agreement, the failure to comply continues unremedied for a period of 60 days from the date the Company gives notice to EPGE of the failure to comply; or, if a further period is required to remedy the failure and, at all times during the 60 day period and this further period EPGE is using all reasonable endeavors to remedy the relevant failure, a further period of 120 days.

10.1.2 Without limitation to any other remedy available to it and subject to any applicable remedy period specified in the relevant provisions having expired, the Company will be entitled to immediately terminate this Agreement by written notice to EPGE if an Event of Default by EPGE has occurred.

10.1.3 If this Agreement is terminated pursuant to Section 10.1.2, above, the provisions of Schedule 23 (Termination) will apply.

10.2 Termination by EPGE

10.2.1 Each of the following events will be considered an **Event of Default** by the Company;

(a) the Company fails to pay any undisputed amount due and payable under this Agreement or any Governmental Project Agreement and the failure to pay continues unremedied for a period of sixty (60) days after the date on which EPGE gives notice of the failure to the Company;

(b) at any time after the Phased 1 Commercial Operation Date, damage (excluding any damage caused by Force Majeure and/or Governmental Force Majeure) to the Facility renders the Facility substantially incapable of generating electricity and the Parties agree (or it is otherwise determined as the result of a Dispute under Section 14) that it is unlikely that the Facility can be restored within eighteen (18) months from the date the damage occurred to a condition that will allow the Dependable Contracted Capacity established immediately following the restoration to achieves at least

eighty 80 percent (80%) of the Contracted Capacity;

(c) if the Parties agree (or a determination is made pursuant to a Dispute under Section 14) on restoration of the Facility in accordance with paragraph (b) above, the Company fails to carry out the restoration within the timeframe specified in paragraph (b) above and the restoration remains uncompleted ninety (90) days from the date on which EPGE gives notice of this failure to the Company;

(d) the Company is dissolved of liquidated, other than voluntary dissolution of liquidation as part of a reorganization or reincorporation;

(e) except as permitted in accordance with Section 23.4, the Company makes a general assignment of this Agreement or any of its rights under this Agreement or of its interest in the Facility for the benefit of its creditors or the Company transfers all or substantially all of its assets to another person;

(f) the Company enters into voluntary insolvency proceedings or is adjudicated bankrupt under any insolvency law;

(g) the Company fails to comply with any of its material obligations under this Agreement or any Governmental Project Agreement and the failure to comply continues unremedied for a period of ninety (90) days from the date on which EPGE gives notice of the failure to comply to the Company;

(h) the Construction Commencement Date fails to occur by the Scheduled Construction Commencement Date and the Construction Commencement Date has still not occurred sixty (60) days after the date on which EPGE gives notice of this failure to the Company;

(j) the Commercial Operation Date fails to occur by the respective Scheduled Commercial Operation Date and such failure continues for more than ninety (90) days after the date on which EPGE gives notice of this failure to the Company;

(k) the Company abandons the Project for forty five (45) consecutive days and, after receiving notice from EPGE, fails;

   (i) to indicate, within ten (10) Business Days of receipt of the notice, its intent to resume such activities within a period of time acceptable to EPGE; and

(ii) to resume the Project activities within that period of time;

(l) there is a transfer of an equity ownership interest in the Company which falls outside the permitted transfers set out in Section 22 and EPGE's prior written approval of the transfer, to the extent required by Section 22, has not been given and the breach is not remedied for a period of thirty (30) days from the date on which the transfer occurred;

(m) at any time after the Commercial Operation Date, the aggregate electricity of the Facility during any twenty four (24) month period falls below seventy-five (75) percent of the aggregate Monthly Guaranteed Generation Amounts for all Months comprised in such twenty four (24) month period; provided that the accrual of such twenty four (24) month period will exclude periods during which:

(i) it is not lawful for the Company to operate the Facility due to causes not attributable to the Company;

(ii) the Company is affected by Force Majeure or Governmental Force Majeure; or

(iii) the Facility is being restored in accordance with Section 12.7 or paragraph (ii) above;

(n) at any time after the Commercial Operation Date, during any two consecutive Dry Seasons, the aggregate electricity generation of the Facility during those two Dry Seasons falls below eighty percent (80%) of the sum of the Dry Season Guaranteed Generation Amounts applicable to the two relevant Dry Seasons; provided that periods during which:

(i) it is not lawful for the Company to operate the Facility due to causes not attributable to the Company;

(ii) the Company is affected by Force Majeure or Governmental Force Majeure; or

(iii) the Facility is being restored in accordance with Section 12.7 or paragraph (b) above,

will be excluded from the determination of electricity generation during the applicable Dry Seasons, and that the respective Dry Season Guaranteed Generation Amounts shall be adjusted on pro-rata basis accordingly;

(o) the Company enters into any Refinancing Documents without the prior approval of EPGE pursuant to Section 3.8;

(p) the Company fails to provide Construction Security to EPGE by the date required under Section 11.2.1, and the relevant failure continues for a period of more than 60 days after the date on which EPGE gives notice of this failure to the Company;

(q) any representation or warranty made by the Company in connection with this Agreement is false or misleading in any material respect when made or when deemed to be made or repeated; and

(r) the Company delivers electricity to a third party in breach of this Agreement, and delivery of electricity to the relevant third party continues for a period of more than ninety (90) days after EPGE gives notice to the Company of the breach.

10.2.2 Without limitation to any other remedy available to it, and subject to any applicable remedy period specified in the relevant provisions having expired, EPGE shall be entitled to immediately terminate this Agreement by written notice to the Company if an Event of Default by the Company has occurred.

10.2.3 If this Agreement is terminated pursuant to Section 10.2.2 above, the provisions of Schedule 23 (Termination) shall apply.

10.3 Step-In Rights

10.3.1 Subject to the prior consent of the Financing Parties, EPGE may assume operational responsibility (in full or in part) for the Facility in the capacity of an operator in the place of the Company or any third party operator appointed by the Company in order to continue operation of the Facility or complete any necessary repairs required to ensure uninterrupted availability of electrical energy from the Facility.

10.3.2 The step-in rights specified in Section 10.3.1 above will be available to EPGE at any time during which an Event of Default by the Company has occurred and is continuing which could reasonably be expected to materially adversely affect the Company's ability to operate and maintain the Facility in accordance with this Agreement.

10.3.3 Notwithstanding Section 10.3.2 above, EPGE may step-in prior to an Event of Default having occurred at any earlier time when the Company has breached this Agreement, but the remedy period provided for in this Agreement has not expired, if the Company is not diligently attempting to remedy the applicable breach. For so long as the Financing Documents remain in effect, EPGE will not exercise its step-in rights:

(a) without first obtaining the consent of the Financing Parties, which the Company must use reasonable endeavors to obtain from the Financing Parties if requested to do so by EPGE; or

(b) if operation of the Facility has been assumed by any Financing Party or any assignee or designee of the Financing Parties and who was approved in advance by EPGE.

10.3.4 In connection with the exercise by EPGE of its step-in rights under this Section 10.3, the Company must do all things required, within the Company's capability, to ensure that EPGE will be able to properly operate the Facility in accordance with Prudent Utility Practice. Without limiting the Company's rights and obligations under this Agreement, EPGE may expressly request any further information from the Company and require the Company to take any action which it considers necessary or desirable in connection with the exercise of its step-in rights and the subsequent operation of the Facility, including the assignment to it, or its designated agent or contractor, of the Company's rights in relation to all agreements relevant to the operation of the Facility and the taking of all actions required to allow EPGE to exercise the Company's rights under all permissions and licenses in connection with the operation of the Facility.

10.3.5 In no event will EPGE's decision to operate the Facility by way of the exercise of its step-in rights be deemed to be a transfer of title or a transfer of the Company's obligations or liabilities as owner. During the period of its step-in EPGE will be deemed to be an independent contractor regarding the operation or repair of the Facility.

10.3.6 During any period when EPGE is operating the Facility, EPGE will:

(a) be entitled to reasonable remuneration for EPGE's services as an operator charged at the international standard rates of remuneration for comparable

services;

(b) in lieu of paying any Energy Payments, make payments which the Company is unable to meet for maintenance, repairs, insurance and any other operating costs of the Project (including Taxes) as are necessary to enable EPGE to operate the Facility or otherwise exercise its rights under this Section 10.3, together with all regularly scheduled payments under the Financing Documents of principal, interest, fees, indemnities, reserves and other amounts owing (in each case pro-rated for the amount attributable to such period) as notified to EPGE in writing by a designated representative of the Financing Parties; and

(c) if at that time any Debt Financing for the Project is in place, with respect to any difference between:

(i) the aggregate amount of the applicable Energy Payments due to the Company; and

(ii) the aggregate amount payable under Section 10.3.6(b) above that would have been payable during that period,

pay the funds equal to the difference into a suspense account (which is to be held on trust by EPGE for the Company so that these funds are not commingled with other monies belonging to EPGE), for payment to the Financing Parties upon demand in accordance with the terms of the Financing Documents due to circumstances existing at the time, in each case, as notified to EPGE in writing by a designated representative of the Financing Parties.

10.3.7 The Parties must cooperate with each other and execute and deliver all documents as may be necessary or desirable to meet the requirements of Section 10.3.6 above.

10.3.8 The payments referred to in Sections 10.3.6(a) and 10.3.6(b) above will be regarded as funds advanced monthly by EPGE to the Company to the extent not covered by the applicable Energy Payments that would have been payable during that period. EPGE will be entitled to payment of these amounts in full and with interest calculated at the Default Rate from the date each payment is due. EPGE will obtain these payments by way of deduction from the suspense account as

stated in Section 10.3.6 above or from the Energy Payments otherwise due to the Company.

10.3.9 During any period when EPGE is operating the Facility, EPGE must use reasonable endeavors to generate and deliver electrical energy to the National Grid System, subject to the Facility being operable at the time of EPGE's step-in or later being made operable by repairs or otherwise. Throughout this period of time, EPGE must exercise due care in repairing, operating and maintaining the Facility in accordance with Prudent Utility Practices and, in so doing, must comply with all applicable Laws and the Grid Code. During this period, EPGE will have the same liability, including for damage to the Facility, to the Company as would a third party operation and maintenance contractor with respect to the operation and maintenance of a facility in the condition in which EPGE finds the Facility upon exercise of its rights.

10.3.10 EPGE will have the right to discontinue making payments under Section 10.3.6 above and to immediately terminate this Agreement upon written notice to the Company if at any time EPGE reasonably determines that the Event of Default leading to the exercise by EPGE of its step-in rights cannot be cured, or that the Company is unlikely to repay, or to be able to repay, the funds advanced by EPGE under Section 10.3.6 above, in which case, the provisions of Schedule 23 (Termination) will apply.

10.3.11 EPGE will have the right to return operational responsibility for the Facility to the Company at any reasonable time by giving at least 7 days' prior written notice to the Company, provided that EPGE must return the Facility to the Company in a condition no worse than that immediately prior to the assumption of the operational responsibility for the Facility by EPGE (ordinary wear and tear excepted).

10.3.12 EPGE will not, in any circumstances, be responsible for or have any liability resulting from any conditions of the Facility or at the Site that existed prior to EPGE's exercise of its step-in rights.

10.3.13 The operation of the Facility by EPGE will not relieve EPGE from its obligations to perform under this Agreement. The failure by EPGE to meet its obligations as a responsible operator of the Facility under Section 10.3.9 above will not give rise to

an Event of Default by the Company for which EPGE will have the right to exercise remedies under Section 10.2.2.

10.3.14 If the Event of Default that led to the exercise by EPGE of its step-in rights is cured, EPGE will promptly return the operation of the Facility to the Company and will, at that time, assign to the Company EPGE's rights with respect to all agreements assigned by the Company to EPGE pursuant to Section 10.3.4 above.

10.4 Other Rights to Terminate

Without prejudice to any other remedy to which either Party may be entitled for breach of this Agreement, the Parties agree that Section 10, Section 12.6 and Section 12.7 state the only circumstances in which either Party may unilaterally terminate this Agreement.

SECTION 11 SECURITIES AND LIQUIDATED DAMAGES

11.1 Liquidated Damages for Contracted Capacity Deficiencies

11.1.1 Deficiency prior to the Commercial Operation Date

(a) Given the acknowledgements by the Company of the actions and requirements of EPGE with respect to this Agreement and the Project made under paragraphs (a) and (b) of Section 11.5, if the Initial Dependable Contracted Capacity is less than the Contracted Capacity but is no less than ninety-five percent (95%) of the Contracted Capacity, the Company shall pay to EPGE a sum equal to USD [10,000] per MW for the difference between the Initial Dependable Contracted Capacity and the Contracted Capacity as liquidated damages for the negative impact that this has on EPGE's generation planning.

(b) EPGE will not be required to refund any portion of the liquidated damages previously paid to EPGE pursuant to this Section 11.1 in the case of subsequent rectification pursuant to Section 3.7.

11.1.2 Deficiency after the Commercial Operation Date

In connection with the Net Capacity Test held annually after the Commercial Operation Date, if the Dependable Contracted Capacity resulting from each such Net Capacity Test becomes less than ninety-five percent (95%) of the Contracted Capacity, the

Company shall pay to EPGE as liquidated damages a sum equal to USD [10,000] per MW for the difference between the then effective Dependable Contracted Capacity and ninety-five percent (95%) of Contracted Capacity.

11.2 Establishment of Company Securities

11.2.1 The Company shall provide the Company Securities to EPGE as follow:

(a) the Company must provide Construction Security to EPGE no later than forty five (45) days after the Execution Date; and

(b) on the date specified in Schedule 21 (Transfer Procedure) as being the date on which the Transfer Security is to be provided, the Company must provide the Transfer Security to EPGE,

in order to secure the Company's obligations under this Agreement.

11.2.2 The Company must maintain (or renew prior to expiry) each Company Security until the later of:

(a) in the case of the Construction Security, the Commercial Operation Date; and

(b) in the case of the Transfer Security, the date specified in Schedule 21 (Transfer Procedure),

and, in each case, the date on which any amounts:

(i) which have become due and payable by the Company on or before the date in paragraphs (a) or (b) above; or

(ii) which may become due and payable by the Company following the resolution of any Dispute which has been raised by either Party on or before the date in paragraphs (a) or (b) above,

have, been irrevocably paid in full. The Company is not obliged to provide any replacement of the bank guarantees representing the Construction Security or the Transfer Security if there is a drawing on any of those Company Securities.

11.2.3 Each Company Security must be substantially in the form set out in Schedule 12 (Form of Company Security).

11.2.4 If a Company Security has a stated expiration date prior to the date which it must be maintained and EPGE does not receive a replacement security or extension endorsement on the date falling no less than ten (10) Business Days prior to the then current stated expiration date of that Company Security, EPGE will be

entitled to draw on the full amount of that Company Security and hold the proceeds as security for the Company's obligations to be applied as contemplated in this Agreement. Any proceeds of the drawing on the relevant Company Security will be returned to the Company by EPGE upon receipt by EPGE of a replacement Company Security.

11.2.5 The Company may provide EPGE with a written request to provide the Company Securities (other than the Transfer Security) in the form of a single bank guarantee, rather than in separate bank guarantees. If EPGE (acting reasonably in considering such a request) accepts such a request, EPGE must promptly notify the Company in writing of this acceptance. If a single bank guarantee is to be provided to satisfy the Company's obligations to provide the Company Securities (other than the Transfer Security), the face value of the relevant bank guarantee is to be in an amount equal to the aggregate amount of the Company Securities (other than the Transfer Security) and all other provisions relating to the Company Securities in this Section will otherwise apply equally to the single bank guarantee that satisfies the Company's obligations to provide the Company Securities.

11.3 Liquidated Damages for Milestones

(a) Given the acknowledgements by the Company of the actions and requirements of EPGE with respect to this Agreement and the Project made under paragraphs (a) and (b) of Section 11.5, if EPGE has not received the deliverables to be provided under Section 9.4.2 (a) or Section 9.4.2 (c) by the date specified for the relevant deliverable to be provided to EPGE, the Company must pay to EPGE for each relevant undelivered deliverable a sum equal to that set out below as liquidated damages:

(i) for each of the undelivered drawings, reports and certificates to be delivered under Section 9.4.2(a), USD 150 per day; and

(ii) with respect to Section 9.4.2(c), USD 50 per day,

subject to an aggregate cap of USD 100,000.

(b) If the Commercial Operation Date fails to occur by the respective Scheduled Commercial Operation Date, the Company must pay liquidated damages to EPGE in an amount equal to USD [100] per day per MW of respective Contracted Capacity for the number of days the failure is not due to the actions or omissions of EPGE or otherwise

excused under this Agreement in the period from the respective Scheduled Commercial Operation Date to the earlier of:

(i) the Commercial Operation Date that is actually achieved; and

(ii) the date falling two hundred and forty (240) days after the respective Scheduled Commercial Operation Date.

(c) The Company acknowledges that EPGE will make certain arrangements for the operation and maintenance of the Facility following it being transferred to EPGE in accordance with Section 13 and Schedule 21, and that a failure by the Company to comply with the requirements of Section 13 or Schedule 21 (whether such requirements apply before, on or after the date of the transfer) will result in additional costs and loss for EPGE. The Company further acknowledges that the amount of the Transfer Security represents a genuine pre-estimate of EPGE's additional costs and loss in this respect. Given this, if the Company does not satisfy its obligations under Section 13 and Schedule 21 (Transfer Procedure), EPGE shall be entitled to immediately draw on the Transfer Security in full; provided that EPGE's entitlement to draw upon the Transfer Security will be the exclusive remedy of EPGE for a failure by the Company to comply with its obligations under Section 13 and Schedule 21 (Transfer Procedure).

11.4 Reasonable Liquidated Damages

The Parties acknowledge that where liquidated damages for either the Company's or EPGE's failure to perform their respective obligations are set out in this Agreement, such liquidated damages:

(a) are appropriate amounts as per Section 11.1 and Section 11.3;

(b) do not represent a penalty or consequential damages for losses sustained by EPGE or the Company as a result of such failures; and

(c) shall be the exclusive remedies for the failure to achieve the Milestones set out in Section 9.4, provided that such liquidated damages are not intended to compensate either Party for the damage that may result from termination of this Agreement as a result of the continuation of such failures.

11.5 EPGE's Right to draw on Company Security

11.5.1 The Company acknowledges and understands:

(a) that EPGE has entered into this Agreement in reliance on and in consideration of

the Company's representation that the Facility will be in operation with respect to the respective Scheduled Commercial Operation Date; and

(b) that EPGE will include the Facility in its various capacity forecasts on this basis.

11.5.2 The Company further acknowledges and understands that in order to meet its obligations as a public utility, EPGE must have adequate assurance that construction of the Facility is proceeding in a timely fashion in order to forecast adequately and meet the National Grid System's capacity needs as well as to avoid incurring production costs higher than those planned by EPGE.

11.5.3 Given this, the Company agrees that EPGE will have the right in each instance to draw against the Company Security in accordance with the following procedure:

(a) if the Company becomes liable to pay liquidated damages or EPGE is otherwise entitled to compensation or other amounts which, in each case, are secured by a Company Security, EPGE may claim such amounts by issuing an invoice for such amount to the Company and requiring the Company to make direct payment to EPGE for such amount within 45 days from the date of the invoice;

(b) if the Company fails to make payment in full of the invoiced amount by the due date, EPGE may draw on the Company Security securing the relevant unpaid amounts in an amount equal to the invoiced amount (less, in the case of the invoice having been partially paid, any amounts actually received by EPGE with respect to the invoice) to satisfy such unpaid amount; and

(c) if the invoiced amount exceeds the amount of the applicable Company Security, the Company must make direct payment to EPGE of such excess amount in accordance with Section 11.2 and the existence of the applicable Company Security and any drawing on the applicable Company Security will not in any way detract from the Company's obligations in this respect.

11.5.4 EPGE must release or return each Company Security (but not the proceeds of any drawings then made and drawings that may be made to satisfy unpaid claims by EPGE under this Agreement) upon the later of:

(a) the day falling 30 days after the termination of this Agreement; or

(b) the day which is 30 days from the date on which the Company ceases to be required to maintain (or renew on expiry) the relevant Company Security

under Section 11.2.2.

11.5.5 The release or return of a Company Security will not prejudice the rights of EPGE to claim compensation arising from its rights under this Agreement.

SECTION 12 FORCE MAJEURE AND GOVERNMENTAL FORCE MAJEURE

12.1 Overview

Subject to the limitations set out in this Agreement, if a Party is rendered unable by reason of a Force Majeure or a Governmental Force Majeure to perform, wholly or in part, any obligation set out in this Agreement (the "**Affected Party**"), then upon that Party giving written notice as specified in Section 12.2 including full particulars of the relevant event, the relevant obligations of that Party will be suspended or excused to the extent of the relevant Force Majeure or the relevant Governmental Force Majeure. To the extent that the other Party's ability to perform certain of its obligations is linked to, and is adversely affected by, the performance of such affected obligations of the Affected Party, such linked obligations of the other Party shall also be suspended or excused.

12.2 Notice of Force Majeure or Governmental Force Majeure and Consequences

12.2.1 The Affected Party must, as soon as reasonably practicable following the occurrence of the Force Majeure or the Governmental Force Majeure:

(a) notify the other Party of the Force Majeure or the Governmental Force Majeure, identifying the nature of the event and the likely duration of its effect;

(b) afford the other Party reasonable access to its facilities for obtaining further information about the event, including access to the Facility, the New Fuel Supply Infrastructure or the National Grid System (as applicable) for the purpose of a site inspection;

(c) use, at its own cost, reasonable endeavors to remedy its inability to perform and to resume full performance of this Agreement as soon as practicable;

(d) keep the other Party reasonably apprised of its efforts; and

(e) provide written notice of the resumption of performance under this Agreement.

12.2.2 Sections 12.2.1(a) to 12.2.1(e) above will be conditions to the ability of a Party to obtain relief from its obligations under this Agreement due to Force Majeure or Governmental Force Majeure.

12.3 Limitations

12.3.1 The Affected Party will not be entitled to suspend performance under this Agreement for any greater scope or longer duration than is required by the Force Majeure or Governmental Force Majeure or the delay directly resulting from the Force Majeure or Governmental Force Majeure.

12.3.2 During any period of Force Majeure or Governmental Force Majeure, EPGE will make Energy Payments in accordance with Section 12.4.

12.3.3 Neither Party will be relieved of its obligations under this Agreement, nor will any obligation of a Party be suspended, solely because there may be increased costs or other adverse economic consequences incurred through the performance of its obligations.

12.3.4 The Affected Party shall not be excused for any failure or delay in complying with any obligations which are scheduled to be carried out prior to the occurrence of the Force Majeure or the Governmental Force Majeure, which failure or delay is not caused by and is independent of such Force Majeure or such Governmental Force Majeure. The failure or inability of either Party to satisfy a payment obligation that has arisen under this Agreement will not be excused by Force Majeure or Governmental Force Majeure.

12.3.5 The Affected Party may only claim Force Majeure or Governmental Force Majeure based upon the performance of one or more of its contractors:

(a) to the extent that the performance of any such contractor has itself been adversely affected by an event, condition or circumstance (or any combination thereof) which is beyond the reasonable control and arising without the fault or negligence of such contractor (or any of its subcontractors); and

(b) which, despite all reasonable efforts of such contractor to prevent it or mitigate its effects, cause a delay or disruption of, or any other adverse effects on, the performance by such contractor of any of its contractual obligations to the Affected Party.

12.3.6 If the Affected Party is entitled to claim Force Majeure or Governmental Force Majeure pursuant to Section 12.3.5, it may only obtain relief in respect of that Force Majeure or Governmental Force Majeure to the extent that the affected performance of the relevant contractor has, notwithstanding all reasonable efforts of the Affected Party to prevent or mitigate the consequences of the adversely affected performance by such contractor, adversely affected the performance of the Affected Party of its obligations under this Agreement.

12.4. Payment Rights and Obligations during Force Majeure or Governmental Force Majeure

12.4.1 If a Force Majeure affecting the Company occurs after the Commercial Operation Date, EPGE will make Energy Payments to the Company for the actual electricity generation occurring during such period of Force Majeure determined in accordance with Schedule 2.

12.4.2 If a Governmental Force Majeure affecting either Party or a Force Majeure affecting EPGE occurs before the Commercial Operation Date and delays the occurrence of Commercial Operation Date past the respective Scheduled Commercial Operation Date (as extended by any prior Force Majeure affecting the Company but without regard to any extension under Section 9.5.3 pursuant to such Governmental Force Majeure affecting either Party or such Force Majeure affecting EPGE), EPGE shall, unless the Facility achieves its Commercial Operation Date during the applicable Force Majeure Grace Period (in which case applicable Energy Payments will be made from the Commercial Operation Date in accordance with Schedule 2, make Energy Payments from the respective Scheduled Commercial Operation Date (as extended by any prior Force Majeure affecting the Company but without regard to any extension pursuant to such Governmental Force Majeure affecting either Party or such Force Majeure affecting EPGE referred to under this Section 12.4.2), but only to the extent that the Governmental Force Majeure affecting either Party or the Force Majeure affecting EPGE has caused the delay.

The amount of Energy Payment referred to above will be calculated on pro-rata basis of the applicable Monthly Guaranteed Generation Amount. For the avoidance of doubt, payment by EPGE under this Section 12.4.2 for the delay of the occurrence of the respective Scheduled Commercial Operation Date shall not include any delay that is solely attributable to the fault of the Company.

12.4.3 EPGE will make Energy Payments under Section 12.4.2 above until the earlier of:

(a) the cessation of the relevant Force Majeure affecting EPGE or the relevant Governmental Force Majeure affecting either Party;

(b) the termination of this Agreement; and

(c) in the case of Force Majeure affecting EPGE, any earlier date on which the Company has been fully compensated for the relevant loss, including by way of the receipt of any insurance proceeds.

12.4.4 If a Force Majeure affecting EPGE or a Governmental Force Majeure affecting either Party occurs after the Commercial Operation Date, EPGE shall make Energy Payments to the Company commencing from:

(a) if the maximum number of days for the relevant Force Majeure Grace Period has not yet been reached or exceeded, unless the applicable Forced Majeure or Governmental Force Majeure ceases during the applicable Force Majeure Grace Period (in which case Energy Payments shall only be made on the basis of the actual electricity generation after the cessation of the Force Majeure affecting EPGE or the Governmental Force Majeure affecting either Party), the date of expiry of any applicable Force Majeure Grace Period; or

(b) if the maximum number of days for the relevant Force Majeure Grace Period has already been reached or exceeded, the date on which the applicable Force Majeure or the applicable Governmental Force Majeure occurs. The Energy Payment shall be:

(i) in an amount equal to the average of the applicable Energy Payments made to the Company over the period of six months preceding the relevant Force Majeure or the relevant Governmental Force Majeure, excluding periods of Planned Outages, Short Notice Outages, Force Majeure or Governmental Force Majeure occurring during such six month period;

(ii) if the relevant Force Majeure or Governmental Force Majeure occurs less than six months after Commercial Operation Date, in an amount equal to the average of applicable Energy Payments made to the Company over the period from the Commercial Operation Date to the date of the relevant Force Majeure or the relevant Governmental Force Majeure, excluding periods of Planned Outages, Short Notice Outages, Force Majeure or

Governmental Force Majeure occurring during such period from the Commercial Operation Date to the date of relevant Force Majeure or the relevant Governmental Force Majeure; or

(iii) if the relevant Force Majeure or the relevant Governmental Force Majeure occurs before the end of the first Billing Period after the Commercial Operation Date, in an amount calculated on pro-rata basis of the applicable Monthly Guaranteed Generation Amount.

12.4.5 EPGE will continue to make Energy Payments under Section 12.4.4 above until the earlier of:

(a) the cessation of the relevant Force Majeure or the relevant Governmental Force Majeure;

(b) the termination of this Agreement; and

(c) in the case of Force Majeure affecting EPGE, any earlier date on which the Company has been fully compensated for the relevant loss, including by way of the receipt of any insurance proceeds.

12.4.6 Whenever EPGE makes payments to the Company in accordance with Section 12.4.2 or 12.4.4 above, the payments will be:

(a) decreased by all costs which, as a result of either Force Majeure or Governmental Force Majeure, the Company did not incur;

(b) decreased by the proceeds of any business interruption or delay in start-up insurance received by the Company as a result of the Force Majeure or Governmental Force Majeure;

(c) decreased by the amount of any Energy Payments paid for the actual electricity generation pursuant to Section 12.4.4 during such period; and

(d) increased by any additional costs necessarily or reasonably incurred by the Company as a result of the Force Majeure or Governmental Force Majeure (which may, at EPGE's option, be structured by way of an adjustment to the Energy Payments which are payable during the remainder of the Term).

12.4.7 If the Initial Dependable Contracted Capacity that is established is less than the Contracted Capacity, then any applicable Energy Payments made to the Company before the Commercial Operation Date in accordance with Section 12.4.2 above will be recalculated on pro-rata basis of the relevant Initial Dependable

Contracted Capacity and the Contracted Capacity. If the amount of Energy Payments already made to the Company before the Commercial Operation Date exceeds the amount of should-be Energy Payments resulting from the recalculation, EPGE will be entitled to deduct an amount equal to such excess from future payments due to the Company by EPGE. The deductions will be made from future Energy Payments pro-rata over the same period of time as the period of time in respect of which the Energy Payments were made pursuant to Section 12.4.2 and Section 12.4.3.

12.5 Payments during Extension of Term

During any extension of the Term under Section 9.5.3, the Company shall be entitled to deliver and sell electrical energy to EPGE and EPGE shall receive and purchase such electrical energy from the Company by making Energy Payments to the Company on the basis of the actual electricity generation occurring during the relevant Billing Period comprised in such extension, calculated in accordance with Schedule 2 (Payments and Tariffs).

12.6 Termination following Force Majeure or Governmental Force Majeure

12.6.1 Either Party may, by giving written notice to the other Party specifying a date for termination which shall not be less than twenty-one (21) days and not more than twenty-eight (28) days after the date of the notice, terminate this Agreement with effect from the date for termination specified in the notice, if:

(a) prior to the Commercial Operation Date:

(i) Force Majeure affecting the Company occurs and continues for a period exceeding twenty-four (24) months; or

(ii) Governmental Force Majeure affecting either Party occurs and continues for a period exceeding twenty-four (24) months; or

(b) on or after the Commercial Operation Date, Force Majeure affecting the Company occurs and continues for a period exceeding twenty-four (24) months.

12.6.2 EPGE may, by giving written notice to the Company specifying a date for termination of this Agreement with effect from the date for termination specified in the notice, if:

(a) prior to the Commercial Operation Date, Force Majeure affecting EPGE

occurs at any time and continues for a period exceeding twenty-four (24) months; or

(b) on or after the Commercial Operation Date;

(i) Force Majeure affecting EPGE occurs and continues for a period exceeding twenty-four (24) months; or

(ii) Governmental Force Majeure affecting either Party occurs and continues for a period exceeding twenty-four (24) months.

12.6.3 Schedule 23 (Termination) will apply to any termination by either Party pursuant to Section 12.6.1 or 12.6.2 above.

12.7 Reconstruction

12.7.1 If damage to the Facility by Force Majeure affecting the Company after the Commercial Operation Date renders the Facility substantially incapable of generating electricity, the Parties will determine (or in the absence of agreement by the Parties an Expert will determine in accordance with Section 14.2) whether within twenty-four (24) months from the date the damage occurred, the Facility can be restored so that:

(a) the generating capacity established for the Facility immediately following restoration would be at least seventy five percent (75%) of the Dependable Contracted Capacity immediately preceding the Force Majeure, and

(b) the aggregate actual electricity generation of the Facility over the six (6) month period immediately following restoration would exceed seventy five percent (75%) of the Monthly Guaranteed Generation Amount over the six (6) months period immediately preceding the Force Majeure.

12.7.2 Subject to Section 12.7.4 below, if it is determined that the Facility can be restored to the condition specified in Section 12.7.1 above within twenty-four (24) months or less from the date the damage occurred, this Agreement may not be terminated under Section 12.6 and the Company must commence restoration of the Facility.

12.7.3 Notwithstanding Section 12.7.2 above, the Company will not be required to commence the restoration and this Agreement may be terminated by either Party in accordance with Section 12.6 if, after using reasonable endeavours and a within ninety (90) days from the date the damage occurred:

(a) the Company cannot obtain any approval required by the Financing Parties for the restoration; or

(b) the Company cannot arrange any additional funding required for the relevant restoration on reasonable limited recourse financing terms.

12.7.4 If it is determined that the Facility cannot be restored to the condition specified in Section 12.7.1 above within 24 months from the date the damage to the Facility occurred, this Agreement may be terminated by either Party in accordance with Section 12.6.

SECTION 13 TRANSFER OF FACILITY

13.1 Unless provided otherwise under Schedule 23 (Termination) or otherwise agreed in connection with or subsequent to any extension of the Term of the Agreement pursuant to Sections 9.3 and 9.5.3, the Company shall, following the expiry of the Term, transfer the Facility to EPGE in accordance with Schedule 21 (Transfer Procedure).

13.2 Subject to anything to the contrary in Schedule 21 (Transfer Procedure), each Party will be responsible for its own costs incurred in connection with the transfer of the Facility in accordance with Section 13.1 above.

13.3 On the date that the transfer of Facility occurs, the Company shall (unless otherwise instructed by the MOEE in writing) transfer to EPGE, free and clear of all liens and encumbrances, all of the Company's right, title and interest in the Facility and all of the Company's right, title and interest in the following, insofar as they are part of or used in connection with the construction and/or operation of the Facility:

(a) all raw materials, consumables and spare parts;

(b) all tangible personal property;

(c) all intangible personal property, including patents, patent licenses, patent applications, trade names, trademarks, trademark registrations, and applications, trade secrets, copyrights, know-how, and any other intellectual property rights;

(d) all buildings and fixtures;

(e) computerized and non-computerized records, reports, data, files, and information;

(f) all drawings, test results and documents relating to the Project;

(g) all warranties of equipment, materials and work;

(h) all rights under contracts with vendors, suppliers, contractors and subcontractors and insurance policies;

(i) all work in progress under contract with vendors, suppliers, contractors and subcontractors; and

(j) all rights with respect to any insurance proceeds payable to or for the account of the Company, but unpaid at the date of termination of this Agreement, with respect to the Company's right, title and interest in the Project.

SECTION 14 DISPUTE RESOLUTION

14.1 Resolution

The Parties agree to make a diligent, good faith attempt to resolve all Disputes arising under or in connection with this Agreement (including any issue as to the existence, validity and termination of this Agreement) in an amicable and equitable manner and in accordance with this Section 14. In the event of a Dispute, either Party may serve the other Party with a Notice of Dispute. The Parties shall commence good faith discussions between the designated representatives of each Party, and if such representatives are unable to resolve the Dispute pursuant to this Section 14.1 within fourteen (14) days of the date of the Notice of Dispute, the Parties shall commence Dispute resolution in accordance with Section 14.2 or Section 14.3, as appropriate.

14.2 Expert Determination

14.2.1 Where expressly provided for in this Agreement or if the Parties agree that the Dispute involves in whole or in part:

(a) a technical engineering issue, the Parties will in good faith attempt to appoint a suitably experienced and qualified independent engineer or engineering firm reasonably satisfactory to both of them;

(b) a financial issue, the Parties will in good faith attempt to appoint a financial advisor or investment bank reasonably satisfactory to both of them; or

(c) any other issue with respect to which referral to an Expert is provided for

under this Agreement, the Parties will in good faith attempt to appoint a suitably experienced and qualified person reasonably satisfactory to both of them,

in each case to act in relation to the Dispute and to render a determination, provided that any person appointed as an expert (the "**Expert**") for the purposes of this Section 14.2.1 shall:

(i) be independent from either of the Parties; and

(ii) not have any potential conflicts of interest with regard to the Dispute.

14.2.2 The Expert, acting as an expert and not as an arbitrator, shall give his decision to the Parties within -90] days of his appointment. The Expert must provide the Parties with a draft of his decision with reasons seven days prior to formal delivery and must give the Parties an opportunity to draw to his attention any factual error or misconception and to request that it be corrected. The Expert will be entitled at his sole discretion to an extension of time for the making of his decision by a maximum of 14 days.

14.2.3 The Parties will share equally the cost of the Expert. Subject to Section 14.2.4 below, absent fraud, manifest error, negligence or willful misconduct with respect to the Expert’s determination, the Parties hereby waive any rights to appeal or review any determination. The Parties further undertake to promptly carry out any action required following any determination and, if applicable, the Parties acknowledge that a judgment of any determination may be entered by any court or tribunal having jurisdiction.

14.2.4 A Party who disagrees with the determination of the Expert may refer the Dispute to arbitration in accordance with Section 14.3 within 30 days from the date of receipt of the Expert's determination.

14.3 Arbitration

14.3.1 If the Parties are unable to agree upon an acceptable Expert pursuant to Section 14.2.1, or if the Expert does not render a decision within ninety (90) days after the appointment of the Expert, then either Party may commence arbitration thirty (30) days after giving notice to the other Party. Subject to Section 14.2.4, nothing herein shall prevent a Party from commencing arbitration at any time:

(a) when the delay required for performance hereunder might materially and adversely affect such Party's interest, or

(b) when the other Party fails to fulfill its obligations under this Section 14.

Unless otherwise resolved in accordance with Sections 14.1 or Section 14.2, any Dispute shall be referred to and finally resolved by arbitration in accordance with this Section 14.3.

14.3.2 The arbitration shall be conducted in accordance with the Rules of Arbitration (the "**Rules**") of the United Nations Commission on International Trade Law (UNCITRAL), which Rules, as modified from time to time, are incorporated by reference to this Section.

14.3.3 The seat of arbitration shall be Myanmar. The law governing the agreement to arbitrate shall be the law of Singapore. The courts of the seat shall have exclusive supervisory jurisdiction over the arbitration proceedings.

14.3.4 The arbitral tribunal shall consist of three (3) arbitrators. Each Party shall appoint one arbitrator. The two arbitrators so appointed shall appoint the third arbitrator who shall serve as the chairman of the arbitral tribunal. If a Party fails to appoint its arbitrator within a period of ten (10) Business Days after receiving notice of the arbitration, or if the two arbitrators appointed cannot agree upon the third arbitrator within a period of ten (10) Business Days after appointment of the second arbitrator, then such arbitrator shall be appointed pursuant to the Rules by the Chairman of the Myanmar Arbitration Centre.

14.3.5 If the Chairman of the Myanmar Arbitration Centre is required or requested to appoint an arbitrator(s) in accordance with section 14.3.4, it shall appoint only a person with experience in commercial agreements and, in particular, the implementation and interpretation of contracts relating to the design, engineering, construction, operation and maintenance of and in legal issues relating electrical power generating facilities (and if the Dispute concerns a technical issue, a person who has knowledge and experience in technical matters). No arbitrator shall be a present or former employee or agent of, or consultant or counsel to, either Party or any Affiliate thereof or any Governmental Authority.

14.3.6 The language used in the arbitral proceedings shall be English.

14.3.7 Any decision or award of an arbitral tribunal appointed pursuant to Section 14.3 shall be final and binding upon the Parties.

14.3.8 The costs of such arbitration shall be determined and allocated between the Parties by the arbitral tribunal in its award.

14.3.9 Unless otherwise agreed in writing, the Parties shall continue to perform their respective obligations under this Agreement during the pendency of any proceeding by the Parties in accordance with this Section 14.3.

14.3.10 The provisions of Section 14.3 shall survive the termination of this Agreement until all obligations which are intended to survive have been fully satisfied.

SECTION 15 LIMITATION OF LIABILITY

15.1 Indemnification

15.1.1 Except as otherwise specifically provided in this Agreement, or unless the damage or injury arises out of, results from, or is caused by, the breach of this Agreement by a Party or by the negligence or misconduct of a Party's own officers, directors, employees, agents, Affiliates, contractors or subcontractors, neither Party shall be liable to the other for any claims, judgments, liabilities, losses, costs, expenses or damages of any kind or character (including loss of use of property) in connection with damage or destruction of property or personal injury (including death) arising out of the performance of the Agreement, including the design, construction, maintenance or operation of property, facilities or equipment owned or used by the other Party, or the use of, misuse of or contact with the electrical energy delivered or purchased hereunder.

15.1.2 Each Party shall indemnify and hold the other Party, and its officers, directors, Affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, losses, liabilities, costs, expenses (including reasonable attorneys' fees) and damages of any nature whatsoever for personal injury, death or property damage (except workers' compensation claims) caused by any act or omission of the indemnifying Party or the indemnifying Party's own officers, directors, Affiliates, agents, employees, contractors or subcontractors that arises out of or are in any manner connected with the performance of this

Agreement, except to the extent such injury, death or damage is attributable to the negligence or misconduct of, or breach of this Agreement by, the Party or its officers, directors, Affiliates, agents, employees, contractors or subcontractors seeking indemnification hereunder.

15.1.3 The Company shall defend, indemnify and hold EPGE, and its officers, directors, Affiliates, agents, employees, contractors and subcontractors, harmless from and against any and all claims, judgments, liabilities, losses, costs, expenses (including reasonable attorneys' fees) and damages under every applicable environmental law or regulation arising out of the condition of the Site caused by any action or omission of the Company, or the Company's ownership or operation of the Facility, including the discharge, dispersal, release, storage, treatment, generation, disposal or escape of pollutants or other toxic or hazardous substances from the Facility, the contamination of the soil, air, surface water or groundwater at or around the Site or any pollution abatement, replacement, removal, or other decontamination or monitoring obligations with respect thereto, except to the extent such damages are attributable to the act, omission, negligence or misconduct of, or breach of this Agreement by EPGE or their officers, directors, Affiliates, agents employees, contractors or subcontractors.

15.1.4 EPGE shall not be liable for damage or destruction of property, facilities or equipment operated by the Company solely as a result of DPTSC's Dispatch or the Company's operation of the Facility in compliance therewith, provided such Dispatch by DPTSC was in accordance with the terms of this Agreement, Prudent Utility Practice and the Grid Code.

15.2 Consequential Damages

Neither Party shall be liable to the other Party for any indirect, incidental, consequential or punitive damages, or loss or profit, revenue, use, goodwill or other business opportunity as a result of the performance or non-performance of the obligations imposed pursuant to this Agreement, including failure to deliver or purchase electrical energy hereunder, irrespective of the causes thereof (including fault or negligence).

SECTION 16 CHANGE IN LAW

16.1 Tax Change Adjustment

16.1.1 On or before the fifteenth (15th) Business Day after a Party is aware of the enactment of the Union Taxation Law of Myanmar in any Financial Year following the date of this Agreement, such Party may:

(a) determine the amount of any increase or reduction in Taxes paid or payable by the Company with respect to the Project for the preceding Billing Periods resulting from any Change in Law referred to in this Section 16.1; and

(b) submit to the other Party a certificate setting out in detail reasonably satisfactory to the other Party the basis of and the calculations for the amount of the increase or reduction.

For the avoidance of doubt, nothing in this Section 16.1.1 shall affect or limit either Party's rights to claim for financial compensations or adjustments as such Party is otherwise entitled to in accordance with the terms and conditions of Section 16.

16.1.2 EPGE and the Company will promptly determine, in good faith, any necessary adjustments to the Energy Payments to equitably reflect any increase or reduction in Taxes with the intent that the financial position of the Company will not be affected in any material respect by the Change in Law referred to in this Section 16.1; provided that in the event that the adjustment is effected retroactively, the Company, or EPGE with respect to a tax reduction, will not be entitled to receive interest on grounds of such retroactive adjustment; except to the extent that the adjustment required under this Section 16.1 is delayed due to the fault or negligence of the other Party, in which case interest will accrue at the Default Rate for the period of the delay.

16.1.3 Each Party will cooperate in good faith with the other Party in connection with any determination under this Section.

16.1.4 Following a determination made pursuant to this Section 16.1, the Energy Payments and any other applicable payments will be adjusted to reflect the increase or reduction and applied in the formulate set out in Schedule 2 (Tariffs).

16.2 Change in Law Adjustment

16.2.1 If there is a Change in Law which requires the Company to make any material capital improvement or other material modification to the New Fuel Supply Infrastructure or the Facility in order to comply with any Law, the Company will submit to EPGE a certificate setting out in detail reasonably satisfactory to EPGE the costs of the capital improvement or other related modification, including any financing costs. EPGE and the Company will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Energy Payments to equitably reflect such costs with the intention that the financial position of the Company will not be affected by the relevant Change in Law. Each Party will cooperate in good faith with the other Party in connection with any relevant determination.

16.2.2 For the purposes of Sections 16.1.1 and 16.2.1 above, the financial position of the Company will be affected in a material respect or a capital improvement or other modification will be considered material if such effects or such costs of capital improvement or modification (or the aggregate costs of multiple related capital improvements or other modification will be considered material if its costs or the aggregate costs of multiple related capital improvements or other modifications) exceed USD 250,000 and the Energy Payments will be adjusted to reflect the applicable increased costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

16.2.3 If there is a Change in Law (other than with respect to Taxes) which the Company believes in good faith will materially increase the costs or materially decrease the revenues of the Company in connection with the financing, construction, operation or maintenance of the New Fuel or the Facility (as applicable), then the Company may submit to EPGE a certificate setting out in detail reasonably satisfactory to EPGE the basis of and the calculations for the amount of the increase in costs or decrease in revenues. EPGE and the Company will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Energy Payments to equitably reflect the material increase in costs or material decrease in revenues with the intention that the financial position of the Company will not be affected by the Change in Law. Each

Party will cooperate in good faith with the other Party in connection with any relevant determination.

16.2.4 For the purposes of Section 16.2.3 above, an increase in costs or a decrease in the revenues of the Company will be considered material if: (i) it is for an amount (or, in the case of multiple related decreases in revenue or increase in costs, an aggregate amount) exceeding USD 100,000 or equivalent and Energy Payments will be adjusted to reflect the applicable decreases in revenues and increases in costs in full, including, for the avoidance of doubt, amounts below this threshold amount.

16.2.5 If there is a Change in Law (other than with respect to Taxes) which EPGE believes in good faith will materially increase the revenues of the Company in connection with the financing, construction, operation or maintenance of the Facility, then EPGE may submit to the Company a certificate setting out in detail reasonably satisfactory to the Company the basis of and the calculations for the amount of the decrease in costs or increase in revenues. EPGE and the Company will promptly determine and effect (in each case acting reasonably and in good faith) any necessary adjustments to the Energy Payments to equitably reflect the material decrease in costs or material increase in revenues with the intention that the financial position of the Company will not be affected by the Change in Law. Each Party will cooperate in good faith with the other Party in connection with any relevant determination.

16.2.6 For the purposes of Section 16.2.5 above, a decrease in costs or increase in revenues will be considered material if it is for an amount (or, in the case of multiple related decrease in costs or increases in revenue, an aggregate amount) exceeding USD 100,000 (or its equivalent) and Energy Payments will be adjusted to reflect the applicable decreases in costs and increases in revenues in full, including, for the avoidance of doubt, amounts below this threshold amount.

16.2.7 The Company will not be entitled to an adjustment of Energy Payments under Section 16.2.1 or 16.2.3 above with respect to any change in an environmental Law if the change requires the Company to meet a standard which:

(a) is equal to or less than any standard required under environmental Laws existing on the date of this Agreement; or

(b) is equal to or less than any of the standards set out in Section 8.1 (a), (c), (d) and (e).

16.2.8 Any Dispute arising under this Section 16 may be referred by either Party for resolution in accordance with Section 14.

SECTION 17 CONFIRMATION STATEMENT

17.1 Confirmation of Availability and Metered Energy

The Company shall prepare and submit to EPGE a daily Confirmation Statement no later than three (3) Business Days after the day to which it relates. In addition, the Company shall prepare and submit to EPGE a Meter Reconciliation Statement following the annual meter test or any other meter test conducted pursuant to Section 3.3.3. The Meter Reconciliation Statement shall set out the results of any such test and any adjustments to be made or other action to be taken following the test.

17.2 Access to Information

If available, the Company shall provide such information as EPGE may reasonably request to verify a Confirmation Statement provided that such information is not readily available to EPGE by any other means.

17.3 Review of Confirmation Statement and Meter Reconciliation Statement

EPGE shall review the Confirmation Statement and any Meter Reconciliation Statement. Each Party shall notify the other Party in writing as soon as practicable, and in any event within three (3) Business Days after having received the Confirmation Statement or Meter Reconciliation Statement of any errors or omissions which the reviewing Party believes should be corrected. Subject to any alleged errors or omissions notified by the reviewing Party to the other Party in writing pursuant to this Section 17.3, the information contained in a Confirmation Statement or Meter Reconciliation Statement shall, save in the case of fraud or manifest error and subject to Section 17.6, be deemed to have been approved by both Parties on the seventh (7^{th}) Business Day after the date of the Confirmation Statement or Meter Reconciliation Statement.

17.4 Disputes

If the Parties cannot agree on whether any information contained in a Confirmation Statement or Meter Reconciliation Statement is complete or correct within fourteen (14) Business Days after the date of the Confirmation Statement or Meter Reconciliation Statement, the Dispute shall be referred to an Expert for determination in accordance with Section 14.2 or settled by arbitration in accordance with Section 14.3.

17.5 Final Confirmation Statement

Any Confirmation Statement which has been approved by both Parties, or deemed to have been approved in accordance with Section 17.3, or which is approved by a final decision of an Expert or arbitration, shall be a Final Confirmation Statement. Subject to Section 17.6, the information contained in a Final Confirmation Statement shall be binding on both Parties for the purposes of this Agreement save (other than in the case where the Final Confirmation Statement has been established as a result of a determination by an Expert or by arbitration) in the case of misrepresentation.

17.6 Disputes Limitation

Nothing in this Section 17 shall prevent either Party from disputing the information contained in or referred to in a Confirmation Statement or Meter Reconciliation Statement at any time where it is reasonable under all the circumstances so to do.

17.7 Effect of Confirmation Statement

The Final Confirmation Statement shall be used by the Company to prepare Payment Invoices/Credit Notes as required by Section 18.

17.8 Interference with Metering

If either Party shall interfere with the Metering Equipment in a manner which gives rise to a need for a meter adjustment in accordance with Section 3.3.4 and necessitating an additional payment or rebate to the other Party, such payment shall be made or rebate paid together with interest thereon at the Default Rate for the period for which such payment or rebate is outstanding.

SECTION 18 BILLING AND PAYMENT

18.1 Payment Invoice/Credit Note

18.1.1 The Company will prepare and issue to EPGE a Payment Invoice in the form set out in Schedule 6 (Form of Invoice) within three (3) Business Days after the end of the Billing Period.

18.1.2 All amounts constituting Energy Payments are to be calculated and invoiced in USD and paid in Kyat by using the Reference Exchange Rate immediately preceding one Business Day before payment date to convert all amounts represented in USD to Kyat.

18.1.3 Each Payment Invoice will set out either:

(a) the net amount of the Energy Payments due to the Company from EPGE for that Billing Period (if the aggregate amount of the Energy Payments exceeds the aggregate amount of the deductions from Energy Payments for that Billing Period); or

(b) the net amount of the rebate due to EPGE from the Company for that Billing Period (if the aggregate amount of the Energy Payments is less than the aggregate amount of the deductions from Energy Payments for that Billing Period);

in each case, as calculated in accordance with Schedule 2 (Tariffs).

18.1.4 The Payment Invoice will reflect any adjustments to the invoice or credit amounts required, including, by any adjustments under Final Confirmation Statements pursuant to Section 17, by any deductions pursuant to Section 7.6 or Section 20.6, and by any Meter Reconciliation Statement in accordance with Section 3.3.4 and Section 17.1.

18.1.5 The net amount shown in the Payment Invoice as payable by EPGE or the Company will be paid within 45 days after receipt of the Payment Invoice/Credit Note.

18.2 Other Payments

Except where expressly provided to the contrary in this Agreement, any payment to be made by either Party under this Agreement will be made within 45 days after the Party liable to make the payment receives a demand from the other Party for the same.

18.3 Payment Procedure

18.3.1 Any sums payable pursuant to this Agreement:

(a) by EPGE to the Company, will, subject to Section 18.1.2, be made through bank account transfer to a Kyat denominated bank account held with an Approved Account Institution, as designated from time to time in writing by the Company; or

(b) by the Company to EPGE, will be made through bank account transfer to such Kyat denominated bank account as designated from time to time in writing by EPGE.

18.3.2 Each Party will, prior to the first date on which a payment is to be made under this Agreement, notify the other of the details of the bank accounts to which sums due to that Party will be credited, identifying the bank account by means of the bank account number and bank account title. Any payment that becomes due and payable on a day that is other than a Business Day will be paid on the first Business Day thereafter.

18.3.3 Nothing in this Section 18.3 will prevent the Parties from making payments to any other bank account or in any other method as may be mutually agreed by the Parties in writing prior to the date on which the payment is due to be made.

18.4 Application of Payments.

Any payments received by one Party from the other under this Agreement will be applied in or towards settlement of amounts payable to the recipient, with the longest outstanding amount being settled first; provided that this Section will not apply with respect to any amount which is disputed in good faith in accordance with this Agreement.

18.5 Interest

Any amount determined to be properly due and payable from one Party to the other pursuant to this Agreement and remaining unpaid after the due date for payment will bear interest at the Default Rate, calculated from and including the due date as so

determined until, but excluding, the date that it is received by the Party entitled to it. Interest will accrue at the Default Rate on a daily basis.

18.6 Disputed Items

18.6.1 If any sum or part of a sum shown on an invoice submitted by one Party is disputed in good faith by the other Party, and it is subsequently determined in accordance with the dispute resolution provisions set out in Section 14 that any amount withheld or has not been paid by the other party should have been properly payable to the Party submitting the invoice, the other Party will pay to the Party submitting the invoice interest with respect to the disputed amount at the Default Rate from and including the date that the amount in question was due up to but excluding the date on which the Party submitting the invoice receives payment. The undisputed amount of each invoice will be paid promptly notwithstanding a Dispute about any other amount invoiced.

18.6.2 If any sum or part of a sum shown on an invoice submitted by one Party is paid but is subsequently disputed or questioned, and is subsequently agreed or determined in accordance with the dispute resolution provisions set out in Section 14 not to have been properly payable, then that Party will refund the amount which was not properly payable together with interest at the Default Rate from and including the date of receipt up to but excluding the date of repayment.

18.6.3 Whenever any payment or refund is required to be made upon resolution of any Dispute under this Section, appropriate adjustments with respect to any applicable indirect taxes will be made by the Parties.

18.6.4 Any Dispute pursuant to the provisions of this Section will be referred to an Expert for determination in accordance with Section 14.2.

18.7 Taxes and Fines

18.7.1 Taxes and Fees

The Company will pay when due all present and future Taxes applicable to it (whether national or local) imposed in connection with this Agreement, the Facility and the Project, and will pay all other duties, assignments, levies, fees, costs and expenses of any kind (whether or not to a Governmental Authority) necessary to assure the performance of its obligations under this Agreement and in accordance with applicable Law, except as otherwise provided in Section 10.3.

18.7.2 Fines

(a) Any fines, penalties or other costs incurred by the Company or its agents, officers, directors, employees, Affiliates, contractors or subcontractors for non-compliance by the Company, its agents, officers, directors, employees, Affiliates, contractors or subcontractors with the requirements of any Laws or Governmental Approvals will not be reimbursed by EPGE but will be the sole responsibility of the Company.

(b) If any fines, penalties or other costs are assessed against EPGE or any of their agents, officers, directors, employees, Affiliates, contractors or subcontractors by any Governmental Authority due to the non-compliance by the Company with any Laws or Governmental Approvals, the Company will indemnify and hold harmless EPGE against any and all losses, liabilities, damages and claims suffered or incurred because of the failure of the Company to comply. The Company will also reimburse EPGE for any and all legal or other expenses (including legal fees) reasonably incurred by EPGE in connection with the losses, liabilities, damages and claims.

(c) If any fines, penalties or other costs are assessed against the Company or its agents, officers, directors, employees, Affiliates, contractors or subcontractors by any Governmental Authority due to the non-compliance by EPGE or the Fuel Supplier with any Laws or Governmental Approvals, EPGE will indemnify and hold harmless the Company against any and all losses, liabilities, damages and claims suffered or incurred because of the failure of EPGE to comply. EPGE will also reimburse the Company for any and all legal or other expenses (including legal fees) reasonably incurred by the Company in connection with the losses, liabilities, damages and claims.

18.8 Set Off

Unless otherwise agreed by both Parties, all payments to be made by either Party under this Agreement shall be made without set-off, counterclaim, withholding or deduction, including any set-off, counterclaim, withholding or deduction for or on account of Taxes, except as expressly provided in this Agreement or in accordance with existing Law.

18.9 Currency

Both Parties acknowledges that all amounts payable under this Agreement are payable in Kyat.

SECTION 19 CONFIDENTIALITY AND ANNOUNCEMENTS

19.1 General Restrictions on the Parties

(a) Neither Party shall at any time, whether before or after the expiration or earlier termination of this Agreement, divulge or suffer or permit its officers, directors, employees, Affiliates, agents, contractors or subcontractors to divulge to any other person any confidential information relating to the Project, this Agreement or any other information labeled "CONFIDENTIAL" which may be provided to such Party by the other Party pursuant to or in connection with this Agreement, except:

(i) to the extent otherwise expressly permitted by this Agreement;

(ii) with the prior consent of the other Party;

(iii) as required by judicial or administrative process (including in connection with obtaining from Governmental Authorities the necessary approvals for this Agreement and the Project) or by other requirements of Law;

(iv) to a Financing Party;

(v) in an action or proceeding brought by either Party in pursuit of its rights or in the exercise of this remedies under this Agreement; or

(vi) in accordance with the requirements of any of the Project Agreements.

(b) Without limiting the provisions of paragraph (a) above, this Section 19.1 will not apply to any documents or information which:

(i) previously known by the Party receiving the confidential information;

(ii) in the public domain (either prior to or after the provisions of the confidential information by the relevant Party) through no fault of the receiving Party;

(iii) later acquired by the receiving Party from another source if the receiving Party is not aware that the source is under an obligation to the other Party to keep the documents and information confidential;

(iv) is developed by a Party independently as evidenced by its written records; or

(v) is identified in writing at the time of delivery as non-confidential by the disclosing Party.

19.2 Internal Procedures

With effect from the date of this Agreement each Party shall adopt procedures within its organization for ensuring the confidentiality of all information which it is obligated to preserve as confidential under Section 19.1.

19.3 Public Announcements

19.3.1 No public announcement or statement regarding the signature, performance or termination of this Agreement shall be issued or made unless:

(a) both Parties shall have been furnished with a copy of the proposed announcement or statement and shall have approved it; or

(b) such disclosure is permitted in accordance with Section 19.1.

19.3.2 No Party shall be prohibited from issuing or making any public announcement or statement which is required to be made to comply with any applicable Law, or in the course of administrative or judicial proceedings.

SECTION 20 INSURANCE

20.1 Insurance Required

20.1.1 The Company must obtain and maintain in effect, at a minimum, insurance policies and coverage as required in Schedule 22 (Insurance Requirements) of this Agreement, and as otherwise required in accordance with applicable law, regulations and the Financial Documents; in provided that such insurance are available to be obtained on commercially reasonable terms in Myanmar.

20.1.2 The Company must not reduce the scope of insurance (or amend the amount of, or deductible with respect to, any insurance), without the prior written consent of EPGE (such consent not to be unreasonably withheld).

20.1.3 All insurances must be obtained and maintained:

(a) in accordance with all applicable Laws, regulations and Prudent Utility Practices;

(b) in the amounts and on the terms and conditions set out in Schedule 22 and with respect to the respective periods prescribed in this Agreement; provided, however, that such amounts, terms and conditions may be changed from time to time with the prior written consent of EPGE (such consent not to be unreasonably withheld); and

(c) in the case of primary insurances, from either: (i) appropriate and reputable Myanmar insurance companies which are licensed to operate in Myanmar; or (ii) appropriate and reputable international (off-shore) insurance companies who have a minimum financial strength of A^- (A minus) rated by an international credit rating agency, such as S&P, Moody, A.M. Best, Fitch; or (iii) such international (off-shore) insurance companies otherwise acceptable to EPGE and the Financing Parties.

20.1.4 Any reinsurance arranged by the primary insurers described in Section 20.1.3(c) above must be purchased from and maintained with appropriate and reputable insurance or reinsurance companies which have a minimum financial strength of A^- (A minus) rated by an international credit rating agency, such as S&P, Moody, A.M. Best, Fitch, or as otherwise acceptable to EPGE and the Financing Parties.

20.1.5 Nothing in this Agreement will prevent the Company, at its own cost and expense, from procuring insurance coverage in addition to that specified in this Agreement.

20.2 Endorsements

The commercial or general liability insurances required pursuant to Section 20.1 must contain the following endorsement items:

(a) EPGE, its directors, officers and employees shall be named as additional insured under all policies maintained by the Company (for their respective rights and interests only);

(b) all insurances shall be primary with respect to the interest of EPGE, its directors, officers and employees;

(c) the insurance shall contain a cross liability clause;

(d) the insurers shall waive all rights of subrogation against the Parties, their officers, directors and employees (in respect of the claims arising under the insurance

policies); and

(e) the policy may not be cancelled or materially changed by the insurer without giving at least thirty (30) days' prior written notice, except in the case of non-payment of the premium, in which case it will be ten (10) days' prior written notice.

For the avoidance of doubt, all other terms and conditions of the policy shall remain unchanged notwithstanding any and all endorsements referred to hereinabove.

20.3 Certificates Required

20.3.1 At least fourteen (14) days prior to the date set for the commencement of construction and annually upon the renewal or otherwise in accordance with the terms of the relevant insurance policies, the Company will provide, for EPGE's review and approval, evidence of the insurances required by Section 20 in a form acceptable to EPGE. The Company shall also provide EPGE with copies of the receipts of its insurance premium payment appropriate to the annual premiums with respect to the insurances and endorsements.

20.3.2 Failure of the Company to obtain the insurances required by this Section 20 or to provide EPGE with the certificates, cover notes or copies of receipts, described in Section 20.3.1 above will in no way relieve the Company of the requirements of this Section 20 or limit the Company's obligations and liabilities under any other provision of this Agreement. In the event any such failure occurs, Section 20.6.4 shall apply.

20.4 Application of Proceeds

Throughout the Term of this Agreement, and subject to the requirements of the Financing Documents and any rights or remedies under the Financing Documents, the Company will apply any and all insurance proceeds (other than proceeds from delay in start-up or business interruption insurance) received in connection with the damage of the Facility toward the repair, reconstruction or replacement of the Facility.

20.5 Evidence of Insurances

20.5.1 On or before the Construction Commencement Date, the Financial Close Date, the Commercial Operation Date and, thereafter, at least fourteen (14) days before the date of each annual renewal thereof, the Company will cause its insurers or insurance brokers to provide EPGE with evidence that the insurance policies and

terms specified in this Section 20 have been obtained by the required renewal date.

20.5.2 The Company must also provide EPGE with copies of receipts from its insurers evidencing payment of the premium with respect to the insurance policies and endorsements or confirmation, if requested by EPGE in writing, that such payments are not overdue.

20.5.3 Failure by the Company to obtain the required Insurances will not relieve the Company of its obligations to obtain and maintain the Insurances required under this Agreement or in any way limit the Company's obligations and liabilities under any other provision of this Agreement.

20.5.4 If the Company fails to obtain and maintain any required insurances, EPGE may purchase the relevant Insurance at the Company's expense. EPGE may make any payments or recover any amounts expended or incurred by it in this respect by drawing on the Construction Security and, if the amount available to be drawn under the Construction Security is not sufficient to fully reimburse or compensate EPGE, by making an appropriate adjustment to the Energy Payments during the immediately following Billing Periods until the full amount has been recovered.

SECTION 21 REPRESENTATIONS AND WARRANTIES

21.1 Company Representations

The Company makes the representations set out below to EPGE on the date of this Agreement and on the Effective Date.

(a) It is a limited liability company, duly incorporated and validly existing under the laws of Myanmar.

(b) It has the power to own its assets and carry out the Project.

(c) It has the power to enter into and perform, and has taken all necessary action to authorize the entry into and performance by it of, this Agreement and the transactions contemplated by this Agreement.

(d) Its entry into this Agreement and its performance of the transactions contemplated by this Agreement and each Governmental Project Agreement t do

not conflict with:

(i) any Law or regulation applicable to it;

(ii) its constitutional documents;

(iii) any document which is binding upon it or any of its assets; or

(iv) any Governmental Approval.

(e) Upon the exercise of any step-in rights under Section 10.3 or any purchase of the Project by EPGE in accordance with Schedule 23 (Termination), EPGE will be entitled to assume the rights and obligations of the Company as provided in the Project Agreements;

(f) No Third Party Project Agreement:

(i) will include any terms or conditions which prevent the Company from performing its obligations under this Agreement; or

(ii) will provide that any unsecured creditor of the Company will be given a higher priority as a creditor than EPGE, other than with respect to rights which are mandatorily preferred under general principles of Myanmar law.

(g) Each Third Party Project Agreement:

(i) will include terms and conditions that can reasonably be expected to enable the Project to be successfully completed and performed as contemplated in this Agreement;

(ii) will be entered into on an arm's-length basis, in the ordinary course of business and, where the relevant contractor is an Affiliate of the Company, upon fair and reasonable terms no less favorable to the Company than it would obtain in a comparable transaction with a person which is not an Affiliate;

(iii) will include confidentiality provisions no less onerous than those set out in Section 19 to ensure the commercially reasonable protection of proprietary or commercially sensitive information; and

(iv) will include acknowledgments from the counterparties to it that, to the extent required in order to give effect to the purposes of this Agreement, they will cooperate in the exercise by EPGE of its step-in and termination rights (including any related rights) as provided in this Agreement, including the right of EPGE to exercise on behalf of the Company or assume the Company's rights under that

Third Party Project Agreement.

(h) All Governmental Approvals relating to the Project required to have been obtained at that point in time have been obtained and are in full force and effect.

(i) No litigation, arbitration or administrative proceedings are current, or, to its knowledge, pending or threatened against any person, which have or, if adversely determined, are reasonably likely to have a material adverse effect on the ability of the Company to perform its obligations under this Agreement.

(j) No insolvency, bankruptcy, winding-up, dissolution, administration or reorganization proceedings have been commenced with respect to the Company.

(k) The contract (s) between the Company and its contractors shall be entered into on a lump sum or a turnkey basis.

21.2 EPGE Representations

EPGE makes the representations and warranties set out below to the Company on the date of this Agreement and on the Effective Date:

(a) It is state-owned enterprise managed by the Ministry of Electricity and Energy (MOEE) of the Republic of the Union of Myanmar, which is responsible for power generation and bulk electric energy sales.

(b) It has the power to own its assets.

(c) It has the power to enter into and perform, and has taken all necessary action to authorize the entry into and performance by it of, this Agreement and the transactions contemplated by this Agreement.

(d) Subject to any general principles of Myanmar law which limit its obligations and subject to the Effective Date having occurred with respect to the provisions of this Agreement which only take effect on the Effective Date, this Agreement is its legally binding, valid and enforceable obligation.

(e) Its entry into this Agreement and its performance of the transactions contemplated by this Agreement do not conflict with:

  (i) any Law or regulation applicable to it;

  (ii) its constitutional (or equivalent) documents; or

  (iii) any document which is binding upon it or any of its assets.

(f) No litigation, arbitration or administrative proceedings are current, or, to its knowledge, pending or threatened against EPGE that are reasonably likely to have

a material adverse effect on the ability of EPGE to perform its obligations under this Agreement.

(g) No insolvency, bankruptcy, winding-up, dissolution, administration or reorganization proceedings have been commenced with respect to EPGE that are reasonably likely to have a material adverse effect on the ability of EPGE to perform its obligations under this Agreement.

SECTION 22 EQUITY UNDERTAKING

22.1 Restrictions on Transfer

22.1.1 Subject to Section 22.2 and any creation or enforcement of the security interest over the shares in the Company in favour of or by the Financing Parties, the Company must ensure that after the Date of this Agreement and until (and including) the first anniversary of the Commercial Operation Date, no Main Shareholder will transfer any of its equity ownership interest in the Company to any other person, where to do so would result in the Main Shareholder holding less than 50 percent of its original equity interest in the Company.

22.1.2 Subject to Section 22.2 and any creation or enforcement of the security interest over the shares in the Company in favour of or by the Financing Parties, the Company must ensure that after the first anniversary of the Commercial Operation Date and until (and including) the fifth anniversary of the Commercial Operation Date, the Main Shareholder will not transfer any of its equity ownership interest in the Company to any other person, where to do so would result in the Main Shareholder holding less than 25 percent of its original equity interest in the Company.

22.1.3 In this Section, a "**Main Shareholder**" is a Shareholder which holds more than 50 percent of the equity interest in the Company.

22.2 Qualifications to Equity Transfer Restrictions

22.2.1 Without limiting Section 22.1, EPGE must be given at least 10 Business Days' advance notice of any transfer by a Shareholder of any interest in the Company to any other person.

22.2.2 Any transferee must, in the reasonable opinion of EPGE:

(a) have sufficient experience, skill, expertise and financial standing to properly perform its obligations under any Governmental Project Agreement to which it is a party;

(b) be permitted under all relevant Laws to hold shares in the Company; and

(c) be of good repute,

and in order to allow EPGE to assess whether any proposed transferee satisfies this criteria, the Company must provide, or must cause a Shareholder to provide, EPGE with sufficient information about the proposed transferee (including any information that may be reasonably requested by EPGE). Following the date on which such information is provided to EPGE, EPGE (acting reasonably) must promptly, and in any event within 30 days, notify the Company whether it approves or rejects the proposed transferee. If EPGE does not respond to the Company within this time (including by making further information request relating to the proposed transferee), EPGE will be deemed to have approved the transferee and, subject to Section 22.1, the proposed transfer of shares may proceed.

22.2.3 Any transferee will be subject to the same conditions imposed by this Agreement on transfers made by it as are imposed with respect to transfers by the Shareholders.

SECTION 23 MISCELLANEOUS PROVISIONS

23.1 Renegotiation and Amendments

In the event that any situation or condition arises after the execution of this Agreement due to circumstances not envisaged in the Agreement which warrants amendments to

this Agreement, the Parties shall renegotiate the relevant terms thereof and execute the necessary amendment of this Agreement following mutual agreements. Under all circumstances, this **Agreement** may not be amended except by an **agreement** in writing signed by the **Parties**.

23.2 Waivers of Rights

No delay or forbearance by either **Party** in exercising any right, power, privilege or remedy under this **Agreement** shall operate to impair or be construed as a waiver of such right, power, privilege or remedy. For the avoidance of doubt any waiver by either **Party** of the obligations of the other **Party** shall be evidenced by an agreement in writing signed by the **Parties**. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

23.3 Notice

23.3.1 Save as otherwise expressly required under this Agreement, notices and other communication which are given by one **Party** to the other under, or in connection with the matters contemplated by, this Agreement shall be sent to the address given and marked for the attention of the Person specified in Schedule 5 or such other address or facsimile number of such Person whom one Party shall from time to time designate by written notice to the other.

23.3.2 Save as otherwise expressly required under this Agreement, notices or other communication which are given by one **Party** to the other Party under, or in connection with the matters contemplated by, this **Agreement** shall be in writing and shall be given by letter delivered by hand or sent by first class prepaid post (airmail if from abroad) or facsimile transmission, and shall be deemed to have been received:

(a) in the case of delivery by hand, when delivered;

(b) in the case of first class prepaid post, on the third day following the day of posting; or

(c) in the case of facsimile transmission at the time of receipt.

23.4 Assignment

23.4.1 Subject to Section 23.4.2 to 23.4.4 below, neither Party may sell, assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other Party.

23.4.2 EPGE may at any time during the Term assign or otherwise transfer its rights or obligations under or pursuant to this Agreement without the prior written consent of the Company to any third party; provided that EPGE shall have first demonstrated to the reasonable satisfaction of the Company and the Company has provided a written statement of such satisfaction that:

(i) the proposed assignee or transferee possesses the legal capacity, power and authorization to become party to, and perform the obligations of EPGE under, this Agreement;

(ii) the proposed assignee or transferee has a financial standing and technical expertise required to perform EPGE's obligations under this Agreement.

23.4.3 For the purpose of financing the Project, the Company may, as per applicable Myanmar Investment Law, assign or create security interest over its rights and interests under or pursuant to any Governmental Project Agreement, the Project, the Site, the moveable property, the intellectual property, the revenues or any other rights or assets of the Company. In addition, EPGE acknowledges that the Shareholders may create security interests for the purpose of financing the Project over the shares held by the Shareholders in the Company and that the creation of such security interests over such shares will not, in and of itself, give rise to a breach of Section 22. EPGE acknowledges that under the terms of the Financing Documents, the Financing Parties may, upon the occurrence of an event of default under the Financing Documents, be entitled to procure the sale or transfer of assets and/or shares in the Company to third parties without the prior consent of EPGE.

23.4.4 EPGE irrevocably consents to the assignment of the Company's rights under this Agreement pursuant to the Financing Documents and agrees, if required by the Financing Documents:

(a) to make payments owing from EPGE to the Company directly into a collateral security account;

(b) to accept in the event of a default under the Financing Documents the rights of any agent for the Finance Party, any transferee of that agent or any purchaser of the Company to (i) step-in as a substitute for the Company under any Project Agreement, or (ii) transfer or novate the Company's interest in the Project (provided that any incoming party has adequate legal, financial and technical status to properly observe and perform the obligations of the Company under this Agreement); and

(c) to afford the Financing Parties an opportunity to remedy the event giving rise to a remedial notice, which in any case shall be a period no less than 90 days, prior to giving effect to any termination of this Agreement,

and, if requested by the Company, EPGE will act in good faith to negotiate the terms of, and promptly enter into, a direct agreement as required by the Financing Parties.

23.4.5 If the Company subcontracts the performance of any of its obligations under this Agreement, the Company will at all times remain liable to EPGE for the performance of its obligations under this Agreement.

23.4.6 Any actual, attempted or purported sale, assignment or other transfer by a Party of any of its rights or obligations or interests in, under or pursuant to this Agreement that does not comply with the terms of this Section will be null, void and of no force or effect.

23.5 Effect of Illegality

If for any reason whatsoever any provision of this **Agreement** is or becomes invalid, illegal or unenforceable, or is declared by any court of competent jurisdiction or any other Governmental Authority to be invalid, illegal or unenforceable the **Parties** will negotiate in good faith with a view to agreeing one or more provisions which may be substituted for such invalid, unenforceable or illegal provision which substitute provisions are satisfactory to all relevant Governmental Authorities and produce as nearly as is practicable in all the circumstances the appropriate balance of the commercial interests of both **Parties**. The remaining provisions of this **Agreement** shall remain in full force and effect and shall not be affected by such invalid, illegal or unenforceable provision.

23.6 Entire Agreement

This **Agreement** constitutes the entire agreement between the **Parties** with respect to

the subject matter and supersedes any previous agreements whether oral or written and schedules attached in this Agreement will be considered as parts of this Agreement.

23.7 Counterparts

This **Agreement** is executed in two (2) original copies, one each for EPGE and the Company, each of which when executed and delivered shall constitute an original, but both counterparts shall together constitute but one and the same instrument.

23.8 Language

This **Agreement** is executed and delivered in English language and all modifications, amendments and waivers of and notices given pursuant to any provision of this **Agreement** shall be in English language. All other documents, notices and communications, written or otherwise, between the Parties in connection with this **Agreement**, shall be in English language.

23.9 Third Parties

This **Agreement** is intended solely for the benefit of the **Parties**. This **Agreement** shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assignees. Nothing in this **Agreement** should be construed to create any duty or liability to, or standard of care with reference to, any third **parties.**

23.10 Relationship of the Parties

This Agreement will not be interpreted or construed to create an association, joint venture or partnership between the Parties or to impose any partnership obligation or liability on either Party. Unless otherwise expressly provided for in this Agreement, neither Party will have any right, power or authority to enter into any agreement or undertaking for, to act on behalf of, to act as or be an agent or representative of, or to otherwise bind, the other Party.

23.11 Waiver of Immunity

(a) EPGE unconditionally and irrevocably agrees that the execution, delivery and performance by it of this Agreement constitute private and commercial acts.

(b) EPGE:

(i) irrevocably and unconditionally agrees that should any proceedings be brought against EPGE or its assets in any jurisdiction in connection with this Agreement or any of the transactions contemplated by this Agreement, no

claim of immunity from those proceedings will be claimed by or on behalf of EPGE for itself or with respect to any of its assets;

(ii) waives any right of immunity which it or any of its assets now have or may in the future have in any jurisdiction in connection with the proceedings; and

(iii) consents generally with respect to the enforcement of any judgment against it in any process in connection with the proceedings (including the making, enforcement or execution against or with respect to any assets whatsoever regardless of the use or intended use of the assets).

23.12 EPGE Personnel During Operation Period

The Company shall engage ten (10) EPGE personnel for operation and maintenance of the Facility in accordance the applicable Laws from Commercial Operation Date until the end of the Term. The Company shall make necessary training to EPGE personnel and pay salary to EPGE personnel with the same rate of other operators assigned by the Company in accordance with rank and also arrange food and accommodation for the EPGE personnel.

SECTION 24 GOVERNING LAW

This **Agreement** will be governed by and construed in all respects in accordance with the laws of the Republic of the Union of Myanmar.

In Witness Whereof, the Parties have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

For and on behalf of EPGE	For and on behalf of the Company
U Than Naing Oo	[U Aung Hlaing Oo]
Managing Director	[Managing Director]
Electric Power Generation Enterprise	MCM Power Company Limited

In the presence of

	[ ]
Chief Engineer	[ ]
Electric Power Generation Enterprise	MCM Power Company Limited

General Manager (Finance)

Electric Power Generation Enterprise

APPENDIX

SCHEDULE 1 OPERATING CHARACTERISTICS FOR THE FACILITY

SCHEDULE 2 PAYMENTS AND TARIFFS

SCHEDULE 3 SCHEDULING AND DESPATCH PROCEDURES

SCHEDULE 4 FUEL SPECIFICATION AND SUPPLY DATA

SCHEDULE 5 ADDRESSES FOR NOTICES

SCHEDULE 6 FORMOF INVOICE/CREDITNOTE

SCHEDULE 7 PLANT TECHNICAL CHARACTERISTICS

SCHEDULE 8 ENVIRONMENTAL, SOCIAL AND LABOUR REQUIREMENTS

SCHEDULE 9 NEW FUEL SUPPLY INFRASTRUCTURE

SCHEDULE 10 NEW TRANSMISSION FACILITIES

SCHEDULE 11 PROJECT DEVELOPMENT AND CONSTRUCTION SCHEDULE

SCHEDULE 12 FORM OF COMPANY SECURITY

SCHEDULE 13 METERING, SCADA, AND COMMUNICATION SYSTEM

SCHEDULE 14 TESTS

SCHEDULE 15 FORMAT OF OPERATING NOTICES

SCHEDULE 16 QUARTERLY DEVELOPMENT PROGRESS REPORT FORMAT

SCHEDULE 17 MONTHLY CONSTRUCTION PROGRESS REPORT FORMAT

SCHEDULE 18 CONNECTION POINT INSPECTION AND TESTING

SCHEDULE 19 APPROVED ACCOUNT INSTITUTIONS

SCHEDULE 20 QUARTERLY OPERATION AND MAINTENANCE REPORT FORMAT

SCHEDULE 21 TRANSFER PROCEDURE

SCHEDULE 22 INSURANCE REQUIREMENTS

SCHEDULE 23 TERMINATION